

**THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

STATE CORPORATION COMMISSION

Before Commissioners:

John Wine, Chair
Cynthia L. Claus, Commissioner
Brian J. Moline, Commission

OCT 23 2000

Jeffrey S. Wassman Docket
Room

In the Matter of Complaint By Ionex)
Communications, Inc., Against)
Southwestern Bell Telephone Company)
For Charging Improper Rates for Unbundled)
Network Elements)

Docket No. 01-SWBT-344-com

COMPLAINT

COMES NOW Ionex Communications, Inc. ("Ionex"), by and through its attorneys pursuant to K.A.R. 82-1-220 and hereby makes the following Complaint against Southwestern Bell Telephone Company ("S WBT").

INTRODUCTION

Ionex files this complaint to enforce the Commission's orders issued *In the Matter of Joint Application of Sprint United Telephone Company, United Telephone Company of Kansas, Untied Telephone Company of Eastern Kansas, United Telephone Company of South Central Kansas and United Telephone Company of Southeastern Kansas for the Commission to Open A generic Proceeding on Southwestern Bell Telephone Company's Rates for Interconnection, Unbundled Elements, Transport and Termination and Resale*, Docket No. 97-SCCC-149-GIT (hereinafter the "Generic UNE Docket"). SWBT has illegally failed and refused to apply the Commission's permanent UNE rates to Ionex' interconnection agreement with SWBT.

BACKGROUND

1. Ionex is a Kansas corporation with its principal place of business at 5710 LBJ Freeway, Suite 215, Dallas Texas, 75240. The Commission has certified Ionex to provide local

and interexchange services in Kansas. In November, 1999, Ionex Telecommunications, Inc. (Ionex Communications Inc.'s parent company) purchased Feist Long Distance Service, Inc. ("Feist"), a certificated provider of local exchange and interexchange services in Kansas, from Advanced Communications Group, Inc. ("Advanced"). Feist subsequently changed its name to Ionex Communications, Inc.

2. When Ionex Telecommunications, Inc. purchased Advanced, Advanced was operating under an interconnection agreement approved by the Commission by order dated March 23, 1999 in Docket No. 99-SWBT-43 1-IAT (the "Advanced Agreement"). The Advanced Agreement contained an Attachment UNE with interim pricing that was to be replaced by the Commission's cost-based price determinations in the Generic UNE docket. (See Section 13.2 of the Attachment UNE at page 50 (attached hereto as Exhibit A)).

3. The interim UNE rates in the UNE Pricing Appendix to the Advanced Agreement are up to three hundred percent higher than the rates announced in the Commission's order of February 19, 1999 in the Generic UNE Docket (hereinafter the "February Order"). In the February Order, the Commission set permanent interconnection and UNE prices for CLECs interconnecting with SWBT in Kansas. Consistent with the Commission's goals in opening the Generic UNE Docket and pursuant to the Advanced Agreement, the rates in the February Order should have immediately become a part of the Advanced Agreement. However, SWBT did not make Ionex (Advanced's successor in interest) aware of the Commission-ordered rates, and SWBT did not offer the Commission-ordered rates for the UNE pricing pursuant to the Advanced Agreement. Furthermore, now that Ionex is aware of the February Order, SWBT refuses to acknowledge that the Commission-ordered permanent rates are applicable to the Advanced Agreement. SWBT's refusal is illegal, anti-competitive and must be stopped by this Commission.

4. Ionex is a small CLEC which has only recently begun providing service in Kansas. As a new company, Ionex is particularly vulnerable to the anti-competitive conduct in which SWBT is engaging. Ionex is dependent on purchasing UNEs from SWBT at fair, cost-based rates, and SWBT's conduct is depriving Ionex of its ability to compete. As but one example (and a particularly egregious example) of SWBT's pricing practices, for 2-wire unbundled loops Ionex is paying SWBT the following amounts on a recurring basis: \$70.30 for Zone 1, \$26.55 for Zone 2, and \$19.65 for Zone 3. Ionex understands that the Commission-determined recurring rates, announced in the February and September Orders, are \$23.34 in Zone 1, \$13.64 in Zone 2, and \$11.86 in Zone 3. Absent swift action by the Commission to bring an end to SWBT anti-competitive conduct, Ionex will be out of business in Kansas.

5. Ionex management has made it abundantly clear to SWBT that its pricing practices must change immediately. Ionex' general counsel, Sue Weiske, has contacted SWBT personally on many occasions in recent weeks, as recently as Friday, October 20, 2000, and SWBT has failed to commit to charge the proper rates.

6. The Generic UNE Docket was opened in November, 1996, when the Commission granted Sprint's request for a generic investigation to determine SWBT's rates. In opening the Generic UNE Docket, the Commission noted that the arbitration period provided in the federal Telecommunications Act was too short to allow an in-depth examination of cost issues involved in setting rates. The Generic UNE Docket was opened to provide the opportunity to set rates consistent with the federal Telecommunications Act for all CLECs in Kansas. Advanced participated in the Generic UNE Docket. In examining UNE rates, the Commission issued orders adopting TELRIC as the cost methodology required under §252(d) of the federal Telecommunications Act, selecting SWBT's cost studies and setting inputs for the cost studies. These decisions led to the permanent rates set in the February Order. In setting those permanent

prices, the Commission held that “the prices.. . . are based on the TELRIC cost of UNEs and interconnection and are just and reasonable.” Further, the Commission ruled that “[a]ll CLECs can avail themselves of the prices established herein.” (Id. at ¶74).

7. In April, 1999, the Commission granted reconsideration of the February Order, but it pointedly refused to stay the effect of the permanent UNE rates’. Further, when the Commission issued its Order on Reconsideration on September 19, 1999, it reaffirmed its prior findings that the UNE rates set in February were TELRIC based and held “in general, SWBT’s cost to provide UNEs and interconnection will not vary from CLEC to CLEC; thus, the price established under TELRIC for those elements should not vary.” (September Order at ¶ 78). Finally, the Commission held that the cost based pricing determined in the generic proceeding should be generally available to all CLECs. (Id.)

8. In November, 1999, SWBT filed a complaint in the United States District Court for the District of Kansas and an appeal in the Kansas Court of Appeals, challenging the Commission’s authority to use TELRIC as a costing methodology in setting the UNE rates.² Advanced was named in the District Court complaint as a CLEC that would receive UNE pricing in its existing interconnection agreement pursuant to the rates set by the Commission in the February and September Orders. Shortly after filing, SWBT sought, and was granted, a stay of both proceedings, leaving the Commission’s February and September orders in place and in effect during the stays.

¹ See Order of April 6, 1999 and KAR 82-1-235(e), stating that the granting of a reconsideration shall not excuse any person or corporation from complying with a Commission order.

² See *Southwestern Bell Telephone Company v. the State Corporation Commission et al.*, Kansas Court of Appeals Case No. 1999-84295-A; *Southwestern Bell Telephone Company v. AT&T Communications of the Southwest, Inc. et al.*, United States District Court for the District of Kansas, Case No. 99-4180-SAC.

9. In May, 2000, Ionex began to submit UNE orders under the Advanced Agreement. After receiving SWBT's invoices for the services, Ionex became concerned about the pricing which appeared to be substantially higher than Ionex' bills for services in other states. In comparing the pricing in the Advanced Agreement to rates that SWBT submitted when negotiating a new Kansas interconnection agreement in August, 2000,³ Ionex again noticed the substantial difference. Shortly thereafter, Ionex learned that the rates offered by SWBT in the new interconnection agreement were the rates that were set by this Commission in the February Order. Upon discovering this and reviewing the orders issued by the Commission in the Generic UNE Docket, Ionex demanded that its bills under the Advanced Agreement be revised to reflect the Commission rates set in the February and September, 1999 Orders. SWBT responded that since SWBT appealed the February and September orders setting permanent rates for UNEs, the UNE rates were not incorporated into the Advanced Agreement and thus were not available to Ionex. Further, SWBT stated that it was concerned that other CLECs would seek to avail themselves of the Commission-ordered rates if SWBT provided them to Ionex in the Advanced Agreement.

10. SWBT's position directly contradicts SWBT's representations to the U.S. District Court, the Kansas Court of Appeals, and to this Commission. As reflected in the attached pleading (Exhibit B), SWBT has strongly argued that the permanent rates set by the Commission in the Generic UNE Docket are the only rates available to CLECs absent unique and special circumstances. As stated by SWBT, "the Commission's Orders make it abundantly clear that only **if a proposed interconnection agreement requires a 'special or unique arrangement, is a deviation from the Commission ordered rates warranted.'**" (Emphasis. in original.)
"..SWBT believes it was the Commission's intent to limit application of the 'special or unique'

³ The new agreement has been filed, but is not yet approved by this Commission.

circumstances exception to those rare instances when a CLEC requests to interconnect involves special or unique work requirements and/or costs other than those contemplated in the establishment of the rates, not the basic nature of or the language used in the interconnection document itself.”⁴ Therefore, as there is nothing unique about the service SWBT delivered and continues to deliver to Ionex under the Advanced Agreement, by SWBT’s own admission, the Advanced Agreement may not include any rates different from those ordered by this Commission.

11. Another fatal problem with SWBT’s response denying Ionex the Commission-ordered rates is that SWBT relies on its judicial challenges to the February and September Orders. However, SWBT itself requested a stay of both the federal and state actions, agreeing that the Commission Orders would remain in effect during the stays. Finally (as if there needs to be more), SWBT has recently agreed to withdraw these actions pursuant to a Stipulation and Agreement entered into with the Commission Staff that was recently approved by this Commission. In the Stipulation, SWBT again acknowledges that the February and September Orders remain in effect.

12. Clearly, SWBT is knowingly and intentionally violating the Commission’s Orders in the Generic UNE Docket, operating in bad faith and engaging in anti-competitive behavior with the intent of harming a competitor. This Commission should not allow such insults to its authority and such blatantly illegal activity to continue. Ionex requests expeditious consideration of this complaint in order to mitigate the harm resulting from SWBT’s anti-competitive and illegal behavior.

⁴ See Motion of SWBT to Determine and Limit Arbitrable Issues, in the Matter of Petition of DIECA Communications, Inc. d/b/a Covad Communications Company for Arbitration of Interconnection Rates, Terms, Conditions and Related Arrangements with SWBT, Docket No. 00-DCIT-389-ARB, at page 7.

CONCLUSION

WHEREFORE, Ionex Communications, Inc., prays for an order (1) finding SWBT in violation of the Commission's February 19, 1999 and September 17, 1999 Orders in Docket No. 97-SCC-149-GIT, (2) directing SWBT to come into immediate compliance and apply the applicable rates from those Orders to all UNEs orders submitted by Ionex under the Advanced Agreement since February 19, 1999, and (3) directing SWBT to reimburse Ionex for all expenses and attorneys fees incurred in bringing this complaint.

Respectfully submitted,

I

By: 

Mark P. Johnson
Lisa C. Creighton KS Bar No. 14847
Sonnenschein Nath & Rosenthal
4520 Main Street, Suite 1100
Kansas City, MO 64111
(816) 460-2400
(816) 531-7545 FAX


ATTORNEYS FOR IONEX
COMMUNICATIONS, INC.

VERIFICATION

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

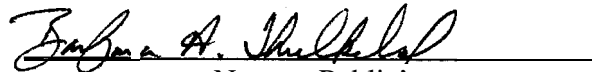
I, Lisa C. Creighton, of lawful age, being first duly sworn upon my oath, state:

I am the attorney for the above-named petitioner; I have read the above and foregoing Complaint, and, upon information and belief, state that the matters therein appearing are true and correct.



Lisa C. Creighton

Subscribed and sworn to before me this 24th day of October, 2000.



Notary Public

My Commission Expires:



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing was mailed, postage prepaid, this 23rd day of October, 2000, to:

April J. Rodewald, Esq.
Bruce A. Ney, Esq.
Michelle Boehm O'Neal, Esq.
Southwestern Bell Telephone Company
220 East Sixth Street, Room 515
Topeka, Kansas 66603-3596



Attorney for Ionex Telecommunications, Inc.

1

ATTACHMENT 6: UNBUNDLED NETWORK ELEMENTS

1.0 Introduction

This Attachment Unbundled Network Elements to the Agreement sets forth the unbundled Network Elements that SWBT agrees to offer to Advanced Communications Group, Inc. The specific terms and conditions that apply to the unbundled Network Elements are described below. The price for each Network Element is set forth in Appendix Pricing - Unbundled Network Elements, attached hereto.

2.0 General Terms and Conditions

- 2.1 SWBT will permit Advanced Communications Group, Inc. to designate any point at which it wishes to connect Advanced Communications Group, Inc.'s facilities or facilities provided by a third party on behalf of Advanced Communications Group, Inc. with SWBT's network for access to unbundled Network Elements for the provision by Advanced Communications Group, Inc. of any Telecommunications Service., If the point designated by Advanced Communications Group, Inc. is technically feasible, SWBT will make the requested connection.

DISPUTED ISSUE

Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings provided to Advanced Communications Group, Inc. or third Parties with the exception of tariffed collocation services. (S WBT position)

Unbundled Network Elements may be connected to or combined with SWBT access services or other SWBT tariffed offerings provided to Advanced Communications Group, Inc. or third Parties to the extent that such services are not available as Unbundled Network Elements. (Advanced Communications Group, Inc. position)

(Note: With regard to the above disputed issue, the Parties agree to continue to negotiate to resolve their disagreement, Should the Parties be unable to resolve their differences, the Parties agree that they will submit the dispute to the Commission for resolution. Additionally, the Parties agree to reform this Agreement in accordance with the resolution thereof]

- 2.2 Subject to the terms and conditions of this Attachment 6, Advanced Communications Group, Inc. may designate any technically feasible network interface to a Network Element.
- 2.3 Advanced Communications Group, Inc. may use one or more Network Elements to provide any technically feasible feature, function, or capability that such Network Element(s) may provide.
- 2.4 SWBT will provide Advanced Communications Group, Inc. access to the unbundled Network Elements provided for in this Attachment, without restriction. Advanced Communications Group, Inc. is not required to own or control any of its own local exchange facilities before it can purchase or use Unbundled Network Elements to provide a Telecommunications Service under this Agreement. SWBT will allow Advanced Communications Group, Inc. to order each Network Element, pursuant to Attachment 7, in order to permit Advanced Communications Group, Inc. to combine such Network Elements with other Network Elements obtained from SWBT or with network components provided by itself or by third parties to provide Telecommunications Services to its customers, provided that such combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with SWBT's network.

DISPUTED ISSUE

When Advanced Communications Group, Inc. recombines Unbundled Network Elements to create services identical to SWBT's retail offerings, the prices charged to Advanced Communications Group, Inc. for the rebundled services will be computed as SWBT's retail prices Less the wholesale discount and offered under the same terms and conditions, including the application of access charges. (SWBT position)

When Advanced Communications Group, Inc. recombines Unbundled Network Elements in any combination the prices for such elements will be the unbundled network element prices as shown in Appendix Pricing - UNE to this Attachment. (Advanced Communications Group, Inc. position)

(Note: With regard to the above disputed issue, the Parties agree to continue to negotiate to resolve their disagreement, Should the Parties be unable to resolve their differences, the Parties agree that they will submit the dispute to the Commission for resolution. Additionally, the

Parties agree to reform this Agreement in accordance with the resolution thereof.]

Any request by Advanced Communications Group, Inc. for SWBT to provide a type of connection between Network Elements that are not currently being utilized in the SWBT network and is not otherwise provided for under this Agreement will be made available in accordance with the Special Request process.

- 2.5 For customer migration from SWBT to Advanced Communications Group, Inc. which involves a disconnect of the existing service and coordinated (as mutually defined by the Parties) installation, orders on an element by element basis or elements in combination must be placed by Advanced Communications Group, Inc. SWBT will not physically disconnect intentionally the elements that are currently connected at the time the orders are placed.
- 2.6 Various subsections below list the Network Elements that Advanced Communications Group, Inc. and SWBT have identified as of the Effective Date of this Agreement. SWBT will upon request of Advanced Communications Group, Inc. and to the extent technically feasible provide Advanced Communications Group, Inc. additional Network Elements or modifications to previously identified Network Elements for the provision by Advanced Communications Group, Inc. of a Telecommunications Service. Such requests will be processed in accordance with the Special Request process.
- 2.7 Subject to the terms herein, SWBT is responsible only for the installation, operation and maintenance of the Network Elements it provides. SWBT is not otherwise responsible for the Telecommunications Services provided by Advanced Communications Group, Inc. through the use of those elements.
- 2.8 Where unbundled elements provided to Advanced Communications Group, Inc. are dedicated to a single end user, if such elements are for any reason disconnected they will be made available to SWBT for future provisioning needs, unless such element is disconnected in error. The Parties agree to release facilities associated with their respective customer's end user services upon request of the end user or the end user's agent.
- 2.9 The Parties acknowledge that the Commission may decline to require unbundling of Network Elements beyond those identified in 47 CFR

Section 5 1.3 19 only if the Commission concludes that: (1) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to Advanced Communications Group, Inc. on an unbundled basis, and Advanced Communications Group, Inc. could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SWBT's network; or (2) the Commission concludes that the failure of SWBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service Advanced Communications Group, Inc. seeks to offer, compared with providing that service over other unbundled Network Elements in SWBT's network.

- 2.10 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 2.11 SWBT will provide Advanced Communications Group, Inc. reasonable notification of service-affecting activities that may occur in normal operation of SWBT's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine **change-**out. Generally, such activities are not individual service specific, but affect many services. No specific advance **notification** period is applicable to all such service activities. Reasonable notification procedures will be negotiated by SWBT and Advanced Communications Group, Inc.
- 2.12 Network elements provided to Advanced Communications Group, Inc. under the provisions of this Attachment will remain the property of SWBT.
- 2.13 SWBT will provide network elements where technically feasible. Where facilities and equipment are not available, Advanced Communications Group, Inc. may request and, to the extent required by law and as SWBT may otherwise agree, SWBT will provide Network Elements through the Special Request process.
- 2.14 The elements provided pursuant to this Agreement will be available to SWBT at times mutually agreed upon in order to permit SWBT to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruptions involved during such tests and adjustments.

2.15 Advanced Communications Group, Inc.'s use of any SWBT network element, or of its own equipment or facilities in conjunction with any SWBT network element, will not materially interfere with or impair service over any facilities of SWBT, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, SWBT may discontinue or refuse service if Advanced Communications Group, Inc. violates this provision, provided that such termination of service will be limited to Advanced Communications Group, Inc.'s use of the element(s) causing the violation.

2.16 When converting a SWBT account to a Advanced Communications Group, Inc. account, the conversion will be handled as a disconnect of the current account and a coordinated new connect of the unbundled network elements account.

2.17 Performance of Network Elements

2.17.1 Each Network Element provided by SWBT to Advanced Communications Group! Inc. will meet applicable regulatory performance standards and be at least equal in quality and performance as that which SWBT provides to itself. Each Network Element will be provided in accordance with SWBT Technical Publications or other written descriptions, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act and subject to sections 2.17.3 - 2.17.5. Such publications will be shared with Advanced Communications Group, Inc. Advanced Communications Group, Inc. may request, and SWBT will provide, to the extent technically feasible, Network Elements that are superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

2.17.2 SWBT will provide a SWBT Technical Publication or other written description for each Network Element offered under this Agreement. The Technical Publication or other description for an Element will describe the features, functions, and capabilities provided by the Element as of the time the document is provided to Advanced Communications Group, Inc. No specific form for the Technical Publication or description is required, so long as it contains a reasonably complete and specific description of the Element's capabilities:-

- 2.17.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Advanced Communications Group, Inc. will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of changes in facilities, operations or procedure of SWBT, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.17.4 Where SWBT is required to provide six or twelve month notice to Advanced Communications Group, Inc. pursuant to Section 2.21.3, Advanced Communications Group, Inc. may submit a request within thirty (30) days of Advanced Communications Group, Inc.'s receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where SWBT is permitted to provide less than six months notice, Advanced Communications Group, Inc. may submit such request within ten days of Advanced Communications Group, Inc.'s receipt of SWBT's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, SWBT, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by Advanced Communications Group, Inc., including any expenses associated with changes in facilities, operations or procedure of SWBT, network protection criteria, or operating or maintenance characteristics of the facilities. To the extent requested characteristics are not specifically provided for therein, Advanced Communications Group, Inc.'s request will be considered under the Special Request Process and the process will be completed prior to modifying Advanced Communications Group, Inc.'s affected element.
- 2.17.5 For elements purchased through the Special Request Process, SWBT, in its discretion, will determine whether it can offer the applicability of the preceding paragraph on a case by case basis.
- 2.17.6 For each Network Element provided for in this Attachment, SWBT Technical Publications or other written descriptions meeting the requirements of this section will be made available to Advanced Communications Group, Inc. not later than March 1, 1997.

- 2.17.7 SWBT and Advanced Communications Group, Inc. will jointly define performance data consistent with that provided by SWBT to other LSPs, that is to be provided monthly to Advanced Communications Group, Inc. to measure whether unbundled Network Elements are provided at least equal in quality and performance to that which SWBT provides to itself and other LSPs. Such performance data will be defined by the Parties no later than ninety (90) days from the effective date of this Agreement or a date mutually agreeable by the Parties. The Parties will review the measures three months after Advanced Communications Group, Inc.'s first purchase of a SWBT network element to determine if (1) the information meets the needs of the Parties and (2) the information can be gathered in an accurate and timely manner. SWBT will not be held accountable for performance comparisons based on the data until after the three month review or longer as the Parties may agree.
- 2.18 Advanced Communications Group, Inc. will 'connect equipment and facilities that are compatible with the SWBT Network Elements and will use Network Elements in accordance with the applicable regulatory standards and requirements referenced in section

2.19 Special Request

Sections 3 - 11 below identify specific unbundled Network Elements and provide the terms and conditions on which SWBT will offer them to Advanced Communications Group, Inc. Any request by Advanced Communications Group, Inc. for an additional unbundled Network Element, or modifications to previously identified Network Elements, both to the extent technically feasible, will be considered under this Special Request process. Where facilities and equipment are not available, Advanced Communications Group, Inc. may request and SWBT may agree to provide, Network Elements through the special request process.

- 2.19.1 Each Party will promptly consider and analyze access to new unbundled Network Element with the submission of a Network Element Special Request hereunder. The Network Element Special Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 9 1- 141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.
- 2.19.2 A Network Element Special Request will be submitted in writing and will include a technical description of each requested Network Element, the date when interconnection is requested and the projected quantity of interconnection points ordered with a demand forecast.

- 2.19.3 The requesting Party may cancel a Network Element Special Request at any time, but will pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Special Request up to the date of cancellation.
- 2.19.4 Within ten (10) business days of its receipt, the receiving Party will acknowledge receipt of the Network Element Special Request.
- 2.19.5 Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Special Request, the receiving Party will provide to the requesting Party a preliminary analysis of such Network Element Special Request. The preliminary analysis will confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.
- 2.19.6 If the receiving Party determines that the Network Element Special Request is technically feasible and otherwise qualifies under the Act, it will promptly proceed with developing the Network Element Special Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 2.19.7 Unless the Parties otherwise agree, the Network Element Special Request must be priced in accordance with Section 252(d)(1) of the Act.
- 2.19.8 As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Special Request, the receiving Party shall provide to the requesting Party a Network Element Special Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.
- 2.19.9 Within thirty (30) days of its receipt of the Network Element Special Request quote, the requesting Party must either confirm its order for the Network Element Special Request pursuant to the Network Element Special Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.
- 2.19.10 If a Party to a Network Element Special Request believes that the other Party is not requesting, negotiating or processing the Network Element

Special Request in good faith, or disputes a determination, or price or cost quote, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

3. Network Interface Device

- 3.1 The Network Interface Device (NID) is a cross-connect used to connect loop facilities to inside wiring. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID contains the appropriate and accessible connection points or posts to which the service provider and the end-user customer each make its connections.
- 3.2 Advanced Communications Group, Inc. may connect to the customer's inside wire at the SWBT NID, as is, at no charge. Any repairs, upgrade and rearrangements required by Advanced Communications Group, Inc. will be performed by SWBT based on time and material charges.
- 3.3 To the extent a SWBT NID exists, it will be the interface to customers' premises wiring unless Advanced Communications Group, Inc. and the customer agree to an interface that bypasses the SWBT NID
- 3.4 Advanced Communications Group, Inc. will provide its own NID and will interface to the customer's premises wiring through connections in the customer chamber, if available, of the SWBT NID, unless Advanced Communications Group, Inc. and the customer agree to an alternate interface as provided for in section 3.3.
- 3.5 With respect to multiple dwelling units or multiple-unit business premises, Advanced Communications Group, Inc. will provide its own NID, will connect directly with the customer's inside wire and will not require any connection to the SWBT NID, unless such premises are served by "single subscriber" type NIDs.
- 3.6 The SWBT NIDs that Advanced Communications Group, Inc. uses under this Attachment will be those installed by SWBT to serve its customers.
- 3.7 Advanced Communications Group, Inc. will not attach to or disconnect SWBT's ground. Advanced Communications Group, Inc. will not cut or disconnect SWBT's loop from its protector. Advanced Communications Group, Inc. will not cut any other leads in the NID. Advanced Communications Group, Inc. will protect all disconnected leads with plastic sleeves and will store them within the NID enclosure. Advanced

Communications Group, Inc. will tighten all screws or lugs loosened by Advanced Communications Group, Inc. in the NID's enclosure and replace all protective covers.

4. **Local Loop**

4.1 **Definition**

A “loop” is a dedicated transmission facility between a distribution frame (or its equivalent) in a SWBT central office and an end user customer premises.

4.2 SWBT will provide at the rates, terms, and conditions set out in Appendix Pricing-Unbundled Network Elements the following types of unbundled loops:

4.2.1 The 2-Wire analog loop supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

4.2.1.1 SWBT will offer 5 dB conditioning on a 2-wire analog loop as the standard conditioning option available.

4.2.2 The 4-Wire analog loop provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

4.2.3 The 2-Wire digital loop 160 Kbps supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps supports usable bandwidth up to 160 Kbps.

4.2.4 The 4-Wire digital loop 1.544 Mbps loop will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps supports usable bandwidth up to 1.544 Mbps.

4.3 Advanced Communications Group, Inc. may request and, to the extent technically feasible, SWBT will provide additional loop types and conditioning, including, without limitation, loops capable of carrying DS3 signals, pursuant to the Special Request process.

4.4 If Advanced Communications Group, Inc. requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) or Remote

Switching technology, SWBT will, where available, move the requested unbundled Loop(s) to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to Advanced Communications Group, Inc. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of Advanced Communications Group, Inc.'s request notify Advanced Communications Group, Inc. of the lack of available facilities. Advanced Communications Group, Inc. may request alternative arrangements through the Special Request process.

- 4.5 In addition to any liability provisions in this agreement, SWBT does not guarantee or make any warranty with respect to unbundled loops or entrance facilities when used in an explosive atmosphere. Advanced Communications Group, Inc. will indemnify, defend and hold SWBT harmless from any and all claims by any person relating to Advanced Communications Group, Inc.'s or Advanced Communications Group, Inc. end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SWBT.

5. **Local Switching**

5.1 **Definition**

The local switching element encompasses line-side and trunk side facilities plus the features, functions and capabilities of the switch. The line side facilities include the connection between a loop termination at, for example, a main distribution frame (MDF), and a switch line card. Trunk-side facilities include the connection between, for example, trunk termination at a trunk-side cross-connect panel and a trunk card. The local switching element includes all features, functions, and capabilities of the local switch, including but not limited to the basic switching function of connecting lines to lines, lines to trunks, trunks to lines and trunks to trunks. It also includes the same basic capabilities that are available to SWBT customers, such as a telephone number, dial tone, signaling and access to 911, operator services, directory assistance, and features and functions necessary to provide services required by law. In addition, the local switching element includes all vertical features that the switch is capable of providing, including custom calling, CLASS features, and centrex-like capabilities, as well as any technically feasible customized routing functions.

5.2 Technical Requirements

- 5.2.1 SWBT will provide the local switching element so that the dialing plan associated with the port will be equal to the dialing plan established in the office for SWBT's own customers. When the established dialing plan calls for 10 digit dialing, it will apply equally to Unbundled Local Switching purchased by Advanced Communications Group, Inc.
- 5.2.2 When Advanced Communications Group, Inc. requests Unbundled Common Transport, SWBT's Local Switching element will route local calls on SWBT's common network to the appropriate trunk or lines for call origination or termination.
- 5.2.3 When Advanced Communications Group, Inc. requests Customized Routing, either through Unbundled Local Switching or Resale, SWBT will route local operator and directory assistance calls to Advanced Communications Group, Inc.'s Operator Services and Directory Assistance platforms. In addition, at Advanced Communications Group, Inc.'s request, for the Unbundled Local Switching element, SWBT will route local calls to Advanced Communications Group, Inc. designated facilities rather than to SWBT's common network.
- 5.2.3.1 Subject to the above, SWBT will provide Customized Routing with Unbundled Local Switching or Resale only according to the following conditions: Customized Routing will only be permitted on a class of call basis (i.e., all Directory Assistance Calls and/or all Operator Services calls (or all local calls for Unbundled Local Switching only) must be routed to the same dedicated facility.)
- 5.2.3.2 The establishment of Customized Routing in a SWBT end office will be subject to the rates and conditions specified on an individual case basis and will be provided in a non-discriminatory manner.
- 5.2.3.3 Customized Routing of Advanced Communications Group, Inc. Directory Assistance and Operator Services**
- 5.2.3.3.1 Where Advanced Communications Group, Inc. purchases Unbundled Local Switching or Resale and elects to provide Directory Assistance and Operator Services to its customers through its own Directory Assistance and Operator Services platforms, SWBT will provide the functionality and features required to route calls from Advanced Communications Group, Inc. customers for Directory Assistance and Operator Services to

Advanced Communications Group, Inc. designated trunks for the provision of Advanced Communications Group, Inc. Directory Assistance and Operator Services, in accordance with this Attachment.

- 5.2.3.3.2 Customized Routing of Directory Assistance and Operator Services will be provided to Advanced Communications Group, Inc. on an ICB basis in a non-discriminatory manner with respect to all aspects of availability, implementation, and pricing.
- 5.2.3.3.3 The Parties agree that, in the event of an emergency wherein an Advanced Communications Group, Inc. customer must reach a non-Advanced Communications Group, Inc. customer that has a non-published telephone number, the Advanced Communications Group, Inc. operator will contact SWBT's operator and request the assistance of a supervisor to the extent done by SWBT's operators
- 5.2.3.3.4 SWBT will forward with Directory Assistance and Operator Services calls from Advanced Communications Group, Inc. customers the appropriate line data required by Advanced Communications Group, Inc. to identify the type of line for the purposes of call handling and recording.
- 5.2.3.3.5 Direct routing capabilities described herein will permit Advanced Communications Group, Inc. customers to dial the same **telephone** numbers for Advanced Communications Group, Inc. Directory Assistance and Operator Services that similarly-situated SWBT customers dial for reaching equivalent SWBT services.
- 5.2.3.3.6 SWBT, no later than five (5) days after the date Advanced Communications Group, Inc. requests the same, will provide to Advanced Communications Group, Inc. the emergency public agency (e.g., police, fire, ambulance) telephone numbers used by SWBT in each NPA-NXX. Such data will be transmitted via paper copies of all SWBT emergency listings reference documents from all of SWBT's Operator Services offices. Advanced Communications Group, Inc. agrees to indemnify and hold SWBT harmless from all claims, demands, suits or actions by third parties against SWBT, or jointly against Advanced Communications Group, Inc. and SWBT, arising out of its provision of such information to Advanced Communications Group, Inc.
- 5.2.4 SWBT will route InterLATA calls as defined by the exchange dialing plan via the existing PIC process when Advanced Communications Group, Inc. uses Local Switching elements. Until such time that the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll

calls as defined by the exchange dialing plan when Advanced Communications Group, Inc. uses Local Switching elements. Additionally, SWBT will provide intraLATA toll to Advanced Communications Group, Inc. at the resale discount identified in the Resale Attachment and related appendices, without other usage sensitive charges. When the Commission mandates intraLATA presubscription, SWBT will route IntraLATA Toll calls to the presubscribed carrier.

- 5.2.5 SWBT will provide the Local Switching element only with standard central office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.
- 5.2.6 SWBT will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Advanced Communications Group, Inc. agrees to respond to SWBT's notifications regarding network congestion.
- 5.2.7 SWBT will perform, according to its own procedures and applicable law, manual traps as requested by designated Advanced Communications Group, Inc. personnel (Attachment 16: Network Security) and permit customer originated call trace (Attachment 1: Resale, Appendix Services/Pricing). Advanced Communications Group, Inc. will obtain all necessary legal authorization for the call trace.
- 5.2.8 SWBT will record billable events, where technically feasible, and send the appropriate billing data to Advanced Communications Group, Inc. as outlined in Attachments 9: and Attachment: 10 .
- 5.2.9 SWBT will provide switch interfaces to adjuncts in the same manner it provides them to itself. Advanced Communications Group, Inc. requests for use of SWBT adjuncts will be handled through the Special Request process.
- 5.2.10 SWBT will provide Usage Data and trouble history regarding a customer line, upon Advanced Communications Group, Inc.³ request as provided in Attachment: 8 and Attachment: 10.
- 5.2.11 SWBT will allow 'Advanced Communications Group, Inc. to designate the features and functions that are activated on a particular unbundled switch

port to the extent such features and functions are available or as may be requested by the Special Request process.

5.3 Interface Requirements:

5.3.1 SWBT will provide the following interfaces to loops:

5.3.1.1 Analog Line Port: A line-side switch connection available in either a loop or ground start signaling configuration used primarily for Switched voice communications.

5.3.1.2 Analog (DID) Trunk Port: A trunk-side switch connection used for voice communications via customer premises equipment primarily provided by a Private Branch Exchange (PBX) switch.

5.3.1.3 DS 1 Trunk Port: A digital trunk side switch connection that provides the equivalent of 24 paths used primarily for voice communications via customer premises equipment provided by a PBX switch (4 wire).

5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities.

5.3.1.5 ISDN Primary Rate Interface (PRI) Trunk Side Port: trunk side switch connection which provides Primary Rate Interface (PRI) ISDN Exchange Service capabilities.

5.3.1.6 Advanced Communications Group, Inc. May request additional port types from SWBT through the Special Request process.

6. **Tandem Switching**

6.1 **Definition**

Tandem Switching is defined as: (1) trunk-connect facilities, including but not limited to the connection between trunk termination at a **CROSS-**connect panel and a switch trunk card, (2) the basic switching function of connecting trunks to trunks; and (3) all technically feasible functions that are centralized in tandem switches (as distinguished from separate **end-**office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

6.2 **Technical Requirements**

6.2.1 Tandem Switching will provide trunk to trunk connections for local calls between two end offices including two offices belonging to different

CLEC's (e.g., between an Advanced Communications Group, Inc. end office and the end office of another CLEC).

- 6.2.2 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed. Additional signaling information and requirements are provided in Section 9.
- 6.2.3 To the extent that SWBT manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow. Advanced Communications Group, Inc. agrees to respond to SWBT's notifications regarding network congestion.
- 6.2.4 Where SWBT provides the Local Switching Network element and the Tandem Switching Network element to Advanced Communications Group, Inc. from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

7. Operator Services and Directory Assistance

7.1 Definition:

Operator Services and Directory Assistance (OS/DA) is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The OS/DA, Network Element provides two types of functions: Operator Service functions and Directory Service functions, each of which is described in Attachments OS (Other) and DA (Other).

8. Interoffice Transport

The Interoffice Transport network element is defined as SWBT interoffice transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by SWBT or Advanced Communications Group, Inc. or third parties acting on behalf of Advanced Communications Group, Inc., or between switches owned by SWBT or Advanced Communications Group, Inc. or third parties acting on behalf of Advanced Communications Group, Inc. Interoffice Transport includes Common Transport and Dedicated Transport.

8.1 Common Transport

- 8.1.1 Definition: Common Transport is a shared interoffice transmission path between SWBT switches. Common Transport will permit Advanced Communications Group, Inc. to connect its Local Switching element with Common Transport to transport the local call dialed by the Local Switching element to its destination through the use of SWBT's common transport network. Common Transport will also permit Advanced Communications Group, Inc. to utilize SWBT's common network between a SWBT tandem and a SWBT end office.
- 8.1.2 SWBT will be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common Transport.

8.2 Dedicated Transport

- 8.2.1 Dedicated Transport is an interoffice transmission path dedicated to a particular customer or carrier that provides telecommunications between wire centers owned by SWBT or Advanced Communications Group, Inc. or third parties acting on behalf of Advanced Communications Group, Inc., or between switches owned by SWBT or Advanced Communications Group, Inc. or third parties acting on behalf of Advanced Communications Group, Inc. Dedicated Transport includes Digital cross-connect system (DCS) functionality as specified below.
- 8.2.1.1 SWBT will offer Dedicated Transport as a circuit (e.g., DS1, DS3) dedicated to Advanced Communications Group, Inc.
- 8.2.1.2 SWBT will offer Dedicated Transport using then-existing infrastructure facilities and equipment. To the extent facilities and equipment are not presently available, Advanced Communications Group, Inc. may request them pursuant to the Special Request process.
- 8.2.1.3 SWBT will provide Dedicated Transport at the following speeds: DS1(1.544Mbps), DS3(45Mbps), OC3(155.520Mbps) and OC12(622.080Mbps). In addition, SWBT offers OC48(2488.320Mbps) bandwidth as an option for interoffice capacity. Advanced Communications Group, Inc. may request other interface options pursuant to the Special Request process.

- 8.2.1.4 Dedicated Transport elements are provided over such routes as SWBT may elect in its own discretion. If Advanced Communications Group, Inc. requests special routing of Dedicated Transports, SWBT will respond to such requests under the Special Request process.
- 8.2.1.5 Multiplexing/demultiplexing allows the conversion of higher capacity facilities to lower capacity facilities or vice versa.
- 8.2.1.5.1 Advanced Communications Group, Inc. will use multiplexing/demultiplexing when connecting a DS 1 or greater bandwidth Dedicated Transport element to a SWBT analog end office switch.

8.2.2 Technical Requirements For All Dedicated Transport

This Section sets forth technical requirements for all Dedicated Transport.

- 8.2.2.1 When provided by SWBT to itself or when requested by Advanced Communications Group, Inc. pursuant to the Special Request process, and when technically feasible, Dedicated Transport will provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

8.2.3 Digital Cross-Connect System (DCS)

- 8.2.3.1 SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers or additional functionality as the Parties may agree.
- 8.2.3.2 The DCS is a central office cross-connect system for the remote reconfiguration of Dedicated Transport facilities.
- 8.2.3.3 Advanced Communications Group, Inc. may utilize the DCS Dedicated Transport element through the use of a terminal on Advanced Communications Group, Inc. premises to access a database maintained by SWBT to reconfigure Advanced Communications Group, Inc.'s Dedicated Transport facilities.
- 8.2.3.4 Advanced Communications Group, Inc. may use the DCS to directly access and control Advanced Communications Group, Inc.'s 45Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Intemodal Facilities (the facilities that connect a DCS in one

central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions. To the extent technically feasible and made available to interexchange carriers, DCS devices will be SONET capable and will terminate SONET signals.

- 8.2.3.5 Advanced Communications Group, Inc. will remotely access the DCS by using a terminal on Advanced Communications Group, Inc.'s premises in conjunction with Advanced Communications Group, Inc.'s facilities or SWBT Dedicated Transport elements (Entrance Facility and/or I/O Transport), or in conjunction with a local telephone line with a seven digit telephone number.
- 8.2.3.6 SWBT will make DCS available at those hubs where SWBT cross-connect systems are located. SWBT will provide a list of those hubs to Advanced Communications Group, Inc.
- 8.2.3.7 SWBT will make two DCS options available to Advanced Communications Group, Inc.: On-demand; and Reservation. The on-demand option allows Advanced Communications Group, Inc. to make immediate changes to the network, while the reservation option allows Advanced Communications Group, Inc. to execute a change at a specified time designated by the Advanced Communications Group, Inc.
- 8.2.3.8 Advanced Communications Group, Inc. may use DCS to perform the following functions:
 - 8.2.3.8.1 Routing/Rerouting - The routing feature allows Advanced Communications Group, Inc. to select the routes that will be used to connect circuits between DCSs. Advanced Communications Group, Inc. may control the route selection process by various parameters according to the Advanced Communications Group, Inc.'s needs. Advanced Communications Group, Inc. may also reroute circuits from a failed internodal facility to a working one.
 - 8.2.3.8.2 Renaming-Advanced Communications Group, Inc. may rename its network locations, circuits, and facilities.
 - 8.2.3.8.3 Special Day Definition - Advanced Communications Group, Inc. may specify circuit reconfiguration on special days, e.g., payday, holidays.
 - 8.2.3.8.4 Resource Verification - Advanced Communications Group, Inc. may verify the resource availability for the reservation period in its

reconfiguration request prior to the system's confirmation or denial of the request.

- 8.2.3.8.5** Transaction Log - Advanced Communications Group, Inc. is provided database log that contains every transaction involving reconfigurations.
- 8.2.3.8.6** Compatibility Table - Advanced Communications Group, Inc. may view the allowable access line combinations that can be used with the DCS.
- 8.2.3.8.7** Path Priority - Advanced Communications Group, Inc. may arrange its circuit paths in order of priority when multiple routes exist.
- 8.2.3.8.8** Reservation Summary Screen - Advanced Communications Group, Inc. may view the status of its reconfiguration reservations.
- 8.2.3.8.9** MACRO Command/Network Modeling - Advanced Communications Group, Inc. may initiate with one command, multiple two-point **cross**-connections. Advanced Communications Group, Inc. can build separate network models, such as day-time models, night-time models, and disaster recovery models and invoke their activation or switch from one to the other.
- 8.2.3.8.10** Variable Bandwidth - On Intemodal Facilities, Advanced Communications Group, Inc. may use the variable bandwidth feature interchangeably to connect full45Mbps or 1.544Mbps circuits, or to connect one or more individual subtending channels.

8.2.3.9 Technical Specifications

- 8.2.3.9.1** Advanced Communications Group, Inc. will only cross-connect with DCS that have identical technical characteristics for compatibility and proper operations, e.g., Data to Data, Voice to Voice.
- 8.2.3.9.2** DCS functionality includes wiring or other cabling from the DCS device to a distribution frame or its equivalent.
- 8.2.3.9.3** To the extent technically feasible and made available to interexchange carriers, DCS will perform facility grooming, multipoint bridging, **one**-way broadcast, two-way broadcast, facility test functions, multiplexing, format conversion, signaling conversion, or other functions.

9.0 Signaling Networks and Call-Related and other Databases

Signaling Networks and Call-Related Databases is the Network Element that includes Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. This section also describes access to SWBT's Directory Assistance Database.

9.1 Signaling Link Transport

9.1.1 Definition:

Signaling Link Transport is a set of multiples of two (A-links) or four (B- or D-links) dedicated full duplex mode 56 Kbps. (or higher speeds when suitably equipped) transmission paths between Advanced Communications Group, Inc.-designated Signaling Points of Interconnection (SPOI) and the SWBT STP pair that provides appropriate physical diversity when available.

9.1.2 Technical Requirements

9.1.2.1 Of the various options available, unbundled Signaling Link Transport will perform in the following two ways:

9.1.2.1.1 As an "A-link" which is a connection between a switch and a home Signaling Transfer Point Switch (STPS) pair; and

9.1.2.1.2 As a "B-link" or "D-link" which is an inter-connection between STPs in different signaling networks.

9.1.3 Advanced Communications Group, Inc. will identify to SWBT the Signaling Point Codes (SPCs) associated with the Advanced Communications Group, Inc. set of links.

9.1.4 When Advanced Communications Group, Inc. provides its own switching, and purchases signaling link transport Advanced Communications Group, Inc. will furnish to SWBT, at the time such transport is ordered and annually thereafter, an updated three year forecast of usage of the SS7 Signaling network. The forecast will include total annual volume and busy hour month volume. SWBT will utilize the forecast in its own efforts to project further facility requirements. Advanced Communications Group, Inc. will furnish such forecasts in good faith, but will not be restricted in its use of the signaling network based on such forecasts.

9.1.5 Advanced Communications Group, Inc. will inform SWBT in writing thirty (30) days in advance of any material expected change in Advanced Communications Group, Inc.'s use of such SS7 Signaling Network. Advanced Communications Group, Inc. will provide an explanation of the reasons for the expected change.

9.2 Signaling Transfer Points (STPs)

9.2.1 Definition: The Signaling Transfer Point element is a signaling network function that includes all of the capabilities provided by the Signaling Transfer Point (STPs) switches which enable the exchange of SS7 messages between switching elements, database elements and signaling transfer point switches via associated signaling links. Signaling Transfer Point includes the associated link interfaces.

Advanced Communications Group, Inc. may use the STP under three options, as follows:

1. Signaling for Advanced Communications Group, Inc. with its own Signaling Point, utilizing its own set of links: Use of the STP routes signaling traffic generated by action of Advanced Communications Group, Inc. to the destination defined by SWBT's signaling network, excluding messages to and from a SWBT Local Switching unbundled Network Element. MTP, ISUP, SCCP, TCAP and OMAP signaling traffic addressed to signaling points associated with Advanced Communications Group, Inc. set of links will be routed to Advanced Communications Group, Inc.

2. Signaling for Advanced Communications Group, Inc. with its own Signaling Point, utilizing a set of links of another party: Advanced Communications Group, Inc. may order signaling associated with the set of links of another party by including a Letter of Authorization (LOA) from the owner of the set of links at the time service is ordered. The LOA will indicate that the owner of the set of links will accept SWBT charges for SS7 signaling ordered by Advanced Communications Group, Inc.

3. Signaling for Advanced Communications Group, Inc. utilizing SWBT's Local Switching Unbundled Network Element (UNE): Use of SWBT's SS7 signaling network will be provided as set forth in an order for the Local Switching unbundled network element. Advanced Communications Group, Inc. does not separately order SS7 signaling under this method. Advanced Communications Group, Inc. will be

charged for the use of the SWBT SS7 signaling in accordance with Appendix Pricing - UNE.

9.2.2 Technical Requirements

9.2.2.1 STPs will provide signaling connectivity to Network Elements connected to the SWBT SS7 network. These include:

9.2.2.1-1 SWBT Local Switching or Tandem Switching;

9.2.2.1.2 SWBT Service Control Points/Call Related Databases;

9.2.2.1.3 Third-party local or tandem switching systems; and

9.2.2.1.4 Third-party-provided STPs.

9.2.2.2 The Parties will indicate to each other the signaling point codes and other screening parameters associated with each Link Set ordered by Advanced Communications Group, Inc. at the SWBT STPs, and each Party will provision in accordance with these parameters where technically feasible. Advanced Communications Group, Inc. may specify screening parameters so as to allow transient messages to cross the SWBT SS7 Network.

The Parties will identify to each other the Global Title and Translation Type information for message routing.

9.2.2.3 The connectivity provided by STPs will fully support the functions of all other Network Elements connected to the SWBT SS7 network. This explicitly includes the use of the SWBT SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to the SWBT SS7 network. When the SWBT SS7 network is used to convey such messages, there will be no intentional alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message. In their capacity as a local service providers, Advanced Communications Group, Inc. and SWBT will transfer Calling Party Number Parameter information unchanged, including the "privacy indicator" information, when ISUP Initial Address Messages are interchanged with the SWBT signaling network.

- 9.2.2.4 If the SWBT STP does not have a route to the desired Signaling Point Code, Advanced Communications Group, Inc. will submit a request indicating the proposed route. If the proposed route uses a set of links not associated with Advanced Communications Group, Inc., Advanced Communications Group, Inc. will include a letter of agency that indicates the third party is willing to receive the messages and pay any applicable charges. Use of the STP provides a signaling route for messages only to signaling points to which SWBT has a route. SWBT will add the SPC to the STP translations if technically feasible.
- 9.2.2.5 In cases where the destination signaling point is a SWBT local or tandem switching system or DB, or is an Advanced Communications Group, Inc. or third party local or tandem switching system directly connected to the SWBT SS7 network, STPs will perform MRVT and SRVT to the destination signaling point, if and to the extent these capabilities exist on the particular SWBT STPs. In all other cases, STPs will perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the SWBT SS7 network, if and to the extent these capabilities exist on the particular SWBT STPs. This requirement will be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and if and to the extent these capabilities exist on the particular SWBT STPs.
- 9.2.3 Interface Requirements
- 9.2.3.1 SWBT will provide STP interfaces to terminate A-links, B-links, and D-links.
- 9.2.3.2 Advanced Communications Group, Inc. will designate the Signaling Point of Interconnection (SPOI) for each link. Advanced Communications Group, Inc. will provide a DS1 or higher rate transport interface at each SPOI.
- 9.2.3.3 SWBT will provide intraoffice diversity to the same extent as it provides itself between the SPOIs and the SWBT STPs. Advanced Communications Group, Inc. may request and SWBT will provide, to the extent technically feasible, greater diversity through the Special Request process.

9.3 Service Control Points/Call-Related Databases

9.3.1 Definition:

9.3.1.1 Call-related databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular telecommunications service and/or capability.

9.3.1.2 A Service Control Point (SCP) is a specific type of Network Element where call related databases can reside. SCPs deployed in a Signaling System 7 (SS7) network execute service application logic in response to SS7 queries sent to them by a switching system also connected to the SS7 network. SCPs also provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data. (e.g., an 800 database stores customer record data that provides information necessary to route 800 calls).

9.3.2 Technical Requirements for SCPs/Call-Related Databases

Requirements for SCPs/Call-Related Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Call-Related Databases will be provided to Advanced Communications Group, Inc. in accordance with the following requirements, except where such a requirement is superseded by specific requirements set forth in Subsections 9.3.3 through 9.3.7:

9.3.2.1 SWBT will provide physical interconnection to SCPs via its STPs through the SS7 network and protocols, as specified in Section 9.2 of this Attachment, with TCAP as the application layer protocol.

9.3.2.2 SWBT will make its database functionality available to Advanced Communications Group, Inc. using the same performance criteria as is applied to SWBT's use. To the extent those performance criteria exist in written form, they will be shared with Advanced Communications Group, Inc. and SWBT will provide Advanced Communications Group, Inc. with the opportunity to comment on such criteria.

The Parties will provide Permanent Local Number Portability (PLNP) as soon as it is technically feasible in conformance with FCC rules and the Act. will participate in development of PLNP in the state in accordance

with the FCC's First Report and Order in Docket No. 95-116, and will negotiate terms and conditions concerning access to PLNP as database requirements and plans are finalized.

9.3.3 Line Information Database (LIDB)

9.3.3.1 The Line Information Data Base (LIDB) is a transaction-oriented database that functions as a centralized repository for data storage and retrieval. LIDB is accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides return result, return error and return reject responses as appropriate. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is SWBT's regional STP. LIDB also interfaces with a service management system as defined below.

9.3.3.1.2 Alternate Billing Service (ABS) means a service that allows end users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

Billed Number Screening (BNS) means a validation of toll billing exception (TBE) data.

Calling Card Service (CCD) means a service that enables a calling customer to bill a telephone call to a calling card number with or without the help of an operator.

Common Channel Signaling (CCS) Network means an out-of-band, packet-switched, signaling network used to transport supervision signals, control signals, and data messages. Validation Queries and Response messages are transported across the CCS network.

Data Owner means telecommunications companies that administer their own validation data in a party's LIDB or LIDB-like database.

Line Record means information in LIDB that is specific to a single telephone number or special billing number.

Originating Point Code (OPC) means a code assigned to identify LSP's operator service system location(s).

Special Billing Number means line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).

Toll Billing Exception (TBE) Service means a service that allows end users to restrict third number billing or collect calls to their lines.

Validation information means Data Owners' records of all their Calling Card Service and Toll Billing Exception Service.

9.3.3.2 LIDB Validation

- 9.3.3.2-1 SWBT will provide Advanced Communications Group, Inc. access to Validation information whenever Advanced Communications Group, Inc. initiates a query from an SSP for Validation information available in SWBT's LIDB.
- 9.3.3.2.2 All Advanced Communications Group, Inc. queries to SWBT's LIDB will use subsystem number 253 in the calling party address field and a translations type of 253. Advanced Communications Group, Inc. acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process Validation queries to its LIDB.
- 9.3.3.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to Advanced Communications Group, Inc. any instances where overload controls are invoked due to Advanced Communications Group, Inc.'s CCS/SS7 network and Advanced Communications Group, Inc. agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect LIDB Validation from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.3.3.2.5 SWBT's LIDB will contain a record for every SWBT working line number and Special Billing Number served by SWBT. Other telecommunications companies, including Advanced Communications Group, Inc., may also store their data in SWBT's LIDB. SWBT will request such telecommunications companies to also provide a record for

every working line number and Special Billing Number served by those companies.

9.3.3.2.6 SWBT's LIDB Validation Service will provide the following functions on a per query basis: validation of a telecommunications calling card account number stored in LIDB; determination of whether the billed line has decided in advance to reject certain calls billed as collect or to a third number; and determination of billed line as a public (including those classified as semi public) or nonworking telephone number.

9.3.3.2.7 SWBT provides LIBD Validation Service as set forth in this Attachment only as such service is used for Advanced Communications Group, Inc.'s LSP activities on behalf of its local service customers where SWBT is the incumbent local exchange carrier. Advanced Communications Group, Inc. agrees that any other use of SWBT's LIDB for the provision of LIDB Validation Service by Advanced Communications Group: Inc. will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for LIDB Validation Service.

Prior to the time Advanced Communications Group, Inc. LSP begins to access SWBT's LIDB, the Parties will negotiate factors necessary to distinguish Advanced Communications Group, Inc. IXC activity from Advanced Communications Group, Inc. LSP activity in SWBT's incumbent LEC region.

9.3.3.2.8 LIDB Validation provided by SWBT to Advanced Communications Group, Inc. will meet applicable regulatory performance standards and requirements and be at least equal in quality and performance as that which SWBT provides to itself. LIDB Validation will be provided in accordance with SWBT Technical Publications or other like SWBT documents, as changed from time to time by SWBT at its sole discretion, to the extent consistent with the Act. Such publications and documents will be shared with Advanced Communications Group, Inc. and SWBT will provide Advanced Communications Group, Inc. with the opportunity to comment. Advanced Communications Group, Inc. may request and SWBT will provide, to the extent technically feasible, LIDB Validation that is superior or lesser in quality than SWBT provides to itself and such service will be requested pursuant to the Special Request process.

9.3.3.3 Ownership of Validation Information

9.3.3.3.1 Advanced Communications Group, Inc.'s access to any LIDB Validation information does not create any ownership interest that does not already

exist. Telecommunications companies, including Advanced Communications Group, Inc., depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.

- 9.3.3.3.2 Unless expressly authorized in writing by parties, LIDB Validation is not to be used for purposes other than validating ABS-related calls. Advanced Communications Group, Inc. may use LIDB Validation for such functions only on a call-by-call basis.
- 9.3.3.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and Advanced Communications Group, Inc. may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:
- Billed (Line/Regional Accounting Office (RAO)) Number
 - PIN Number(s)
 - Billed Number Screening (BNS) indicators
 - Class of Service (also referred to as Service or Equipment)
 - Reports on LIDB usage
 - Information related to billing for LIDB usage
 - LIDB usage statistics.
- 9.3.3.3.4 Advanced Communications Group, Inc. agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.
- 9.3.3.3.5 If Advanced Communications Group, Inc. acts on behalf of other carriers to access SWBT's LIDB Validation, Advanced Communications Group, Inc. will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a Validation query to SWBT's LIDB.
- 9.3.3.3.6 SWBT will share end user information, pertinent to fraud investigation, with Advanced Communications Group, Inc. when validation queries for the specific end user reaches SWBT's established fraud threshold level. This fraud threshold level will be applied uniformly to all end user information in SWBT's LIDB.
- 9.3.3.3.7 Nothing in Sections 9.3.3.3.1 through 9.3.3.3.7 is intended to restrict Advanced Communications Group, Inc.'s use or storage of Advanced Communications Group, Inc. data created or acquired independently of SWBT's LIDB Validation.

- 9.3.3.4. To the extent that Advanced Communications Group, Inc. stores its own Validation Information in a database, that Validation Information shall be available to SWBT on terms and conditions and platforms to be negotiated by the Parties.

9.3.3.5 LIDB Storage and Administration

9.3.3.5.1 Definitions:

- A) Data Base Administration Center (DBAC) -- A SWBT location where facility and administrative personnel are located for administering LIDB and/or Sleuth.
- B) Group -- For the purpose of this Appendix, a specific NPA-NXX and/or NPA-RAO combination.
- C) Group Record -- Information in LIDB or LVAS that is common to all lines or billing records in an NPA-NXX or NPA-RAO.
- D) LIDB Editor -- A database editor located at the SCP where LIDB resides. LIDB Editor provides emergency access to LIDB that bypasses the service management system for LIDB.
- E) Line Validation Administration System (LVAS) -- An off-line administrative system, used by SWBT to add, delete and change information in LIDB. For purposes of this Attachment, LVAS is SWBT's service management system for LIDB.
- F) Line Record -- Information in LIDB or LVAS that is specific to a single telephone number or Special Biling Number.
- G) Toll Billing Exception (TBE) -- A LIDB option that allows end users to restrict third number billing or collect calls to their lines.
- H) Service Management System (SMS) -- An off-line system used to access, create, modify, or update information in LIDB. For the purposes of this Attachment, the SMS for LIDB is LVAS.
- I) Sleuth -- An off-line administration system that SWBT uses to monitor suspected occurrences of ABS-related fraud. Sleuth uses a systematic pattern analysis of query message data to identify potential incidences of fraud that may require investigation. Detection parameters

are based upon vendor recommendations and SWBT's analysis of collected data and are subject to change from time to time.

J) Special Billing Number (SBN) Account Groups -- Line records in LIDB that are based on an NPA-RAO numbering format. NPA-RAO numbering formats are similar to NPA-NXX formats except that the fourth digit of an NPA-RAO line record is either a zero (0) or a one (1).

K) Tape Load Facility -- A separate data entry point at the SCP where LIDB resides. The tape load facility provides direct access to LIDB for data administration and bypasses the service management system of SWBT's LIDB.

L) Translation Type -- A code in the Signaling Connection Control Point (SCCP) of the SS7 signaling message. Translation Types are used for routing LIDB queries. Signal Transfer Points (STPs) use Translation Types to identify the routing table used to route a LIDB query. Currently, all LIDB queries against the same exchange and Translation Type are routed to the same LIDB.

9.3.3.5.2 General Description and Terms

(A) SWBT's LIDB is connected directly to a service management system (i.e., LVAS), a database editor (i.e., LIDB Editor), and a tape load facility. Each of these facilities, processes, or systems, provide SWBT with the capability of creating, modifying, changing, or deleting, line/billing records in LIDB. SWBT's LIDB is also connected directly to an adjunct fraud monitoring system (i.e., Sleuth).

(B) From time-to-time, SWBT enhances its LIDB to create new services and/or LIDB functionalities. Such enhancements may involve the creation of new line-level or group-level data elements in LIDB. SWBT will coordinate with LSP to provide LSP with the opportunity to update its data concurrent with SWBT's updates of SWBT's own data. Both parties understand and agree that some LIDB enhancements will require LSP to update its line/billing records with new or different information.

(C) Administration of the SCP on which LIDB resides, as well as any system or query processing logic that applies to all data resident on SWBT's LIDB is, and remains, the responsibility of SWBT. Advanced Communications Group, Inc. understands and agrees that SWBT, in its role as system administrator, may need to access any record in LIDB, including any such records of Advanced Communications Group, Inc.

SWBT will limit such access to those actions necessary to ensure the successful operation and administration of SWBT's SCP and LIDB.

(D) Advanced Communications Group, Inc. understands and agrees that SWBT is the sole determinant and negotiating party for any access to SWBT's LIDB. Advanced Communications Group, Inc. does not gain any ability, by virtue of this Attachment, to determine which telecommunications companies are allowed to access information in SWBT's LIDB. Advanced Communications Group, Inc. understands and agrees that when SWBT allows a query originator to access SWBT data in SWBT's LIDB, such query originators will also have access to Advanced Communications Group, Inc.'s data that is also stored in SWBT's LIDB.

(E) SWBT does not presently have data screening capability in LIDB. Data Screening is the ability of a LIDB owner to deny complete or partial access to LIDB data or processes. At such time as SWBT has LIDB Data Screening capability for individual data owners, including itself, it will make that capability available to Advanced Communications Group, Inc.

(F) On behalf of third parties who query LIDB for Advanced Communications Group, Inc. data and receive a response verifying the end user's willingness to accept the charges for the underlying call, Advanced Communications Group, Inc. at its election either will bill the appropriate charges to end users or will provide all necessary billing information needed by the third party to bill for the services provided.

(G) SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to: (1) validate a 14-digit billing number where the first 10 digits are a telephone number or a special billing number assigned and the last four digits (PIN) are a security code assignment; (2) determine whether the billed line automatically rejects, accepts, or requires verification of certain calls billed as collect or third number; and (3) determine whether the billed line is a public telephone number using the Class of Service Information in LIDB.

9.3.3.5.3 Service Description

9.3.3.5.3.1 Line Validation Administration System (LVAS)

LVAS -provides' Advanced Communications Group, Inc. with the capability to access, create, modify, or update information in LIDB.

LVAS has two electronic interfaces. These interfaces are the Service Order Entry Interface and the Interactive Interface.

Upon receipt of line/billing information from Advanced Communications Group, Inc., in a format acceptable to SWBT, SWBT will provide the functionality needed to perform the following query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the name associated with the line record.

Calling Name records are limited to fifteen characters. Advanced Communications Group, Inc. is responsible for providing all name truncations and/or abbreviations needed to limit a calling name to 15 (fifteen) characters. Advanced Communications Group, Inc. is also responsible for ensuring that its calling name data does not contain obscenities in English or other languages. Upon receipt of Calling Name data, in a format acceptable to SWBT, SWBT will provide the query/response functions, on a call-by-call basis, for the line/billing records residing in SWBT's LIDB to identify the name associated with the line record.

9.3.3.5.3.1.1 Service **Order Entry Interface**

(A) The Service Order Entry Interface provides Advanced Communications Group, Inc. with unbundled access to SWBT's LVAS that is equivalent to SWBT's own service order entry process to LVAS. Service Order Entry Interface allows Advanced Communications Group, Inc. to electronically transmit properly formatted records from Advanced Communications Group, Inc.'s service order process into LVAS.

(B) Advanced Communications Group, Inc.'s access to the Service Order Entry Interface will be through a remote access facility (RAF). The RAF will provide SWBT with a security gateway for Advanced Communications Group, Inc. access to the Service Order Entry Interface. The RAF will verify the validity of Advanced Communications Group, Inc.'s transmissions and limit Advanced Communications Group, Inc.'s access to SWBT's Service Order Entry Interface to LVAS. Advanced Communications Group, Inc. does not gain access to any other SMS, interface, database, or operations support system through this Appendix.

(C) SWBT will provide Advanced Communications Group, Inc. with the file transfer protocol specifications Advanced Communications Group, Inc. will use to administer Advanced Communications Group, Inc.'s data over the Service Order Entry Interface. Advanced Communications

Group, Inc. acknowledges that transmission in such specified protocol is necessary for SWBT to provide LSP with Data Base Administration and Storage.

(D) Advanced Communications Group, Inc. can choose the Service Order Entry Interface as its only interface to LVAS and LIDB or Advanced Communications Group, Inc. can choose to use this interface in conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

(E) SWBT will provide Advanced Communications Group, Inc. with SWBT-specific documentation for properly formatting the records Advanced Communications Group, Inc. will transmit over the Service Order Entry Interface.

(F) Advanced Communications Group, Inc. understands that its record access through the Service Order Entry Interface will be limited to its own line/billing records.

9.3.3.5.3.1.2 Interactive Interface

(A) The Interactive Interface provides Advanced Communications Group, Inc. with unbundled access to SWBT's LVAS that is equivalent to SWBT's access at its LIDB DBAC. Interactive Interface provides Advanced Communications Group, Inc. with the ability to have its own personnel access Advanced Communications Group, Inc.'s records via an application screen that is presented on a computer monitor. Once Advanced Communications Group, Inc. has accessed one of its line/billing records, Advanced Communications Group, Inc. can perform all of the data administration tasks SWBT's LIDB DBAC personnel can perform on SWBT's own line/billing records.

(B) SWBT will provide Advanced Communications Group, Inc. with Interactive Interface through a modem. Advanced Communications Group, Inc. understands that its record access through the interactive Interface will be limited to its own line/billing records.

(C) Advanced Communications Group, Inc. will use hardware and software that is compatible with LVAS hardware and software.

(D) Advanced Communications Group, Inc. can choose to request the Interactive interface as its only interface to LVAS and LIDB or Advanced Communications Group, Inc. can choose to use this interface in

conjunction with any other interface that SWBT provides under this Appendix except the Manual Interface.

9.3.3.5. Tape Load Facility Interface

(A) Tape Load Facility Interface provides Advanced Communications Group, Inc. with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows Advanced Communications Group, Inc. to create and submit magnetic tapes for input into LIDB.

(B) The Tape Load Facility Interface is not an interface to LVAS. The Tape Load Facility interface is an entry point to LIDB at the SCP where LPDB resides.

(C) The Tape Load Facility Interface is available only when the amount of information is too large for LVAS to accommodate. Both parties agree that these situations normally occur during the initial load of an LSP's information into LIDB or when LIDB is updated for a new product. The Tape Load Facility Interface is not available for ongoing updates of information. Advanced Communications Group, Inc. may request the Tape Load Facility Interface only when its updates exceed 100,000 line/billing records over and above Advanced Communications Group, Inc.'s normal daily update processing.

(D) Advanced Communications Group, Inc. will create its own tapes in formats specified in GR-4446-CORE, Issue 2, June 1994, as revised. Such tapes will only include information associated with Advanced Communications Group, Inc.'s line/billing records

(E) Advanced Communications Group, Inc. will deliver a separate set of tapes, each having identical information to each SCP node on which LIDB resides. SWBT will provide Advanced Communications Group, Inc. with the name and address of the SWBT employee designated to receive the tapes at each location.

(F) In addition to the tapes Advanced Communications Group, Inc. will create and deliver to the SCP node locations, Advanced Communications Group, Inc. will deliver an additional set of tapes to the LVAS System Administrator so that SWBT can load Advanced Communications Group, Inc.'s updates into LVAS. Advanced Communications Group, Inc. understands that these additional tapes must contain information identical to the tapes delivered to the SCP nodes, but

that the format will differ. SWBT will provide Advanced Communications Group, Inc. SWBT-specific documentation for record formats of these additional tapes. SWBT will use these tapes to create Advanced Communications Group, Inc. records in LVAS that correspond with the records being loaded into LIDB using the Tape Load Facility Interface. SWBT will provide Advanced Communications Group, Inc. with the name and address of the SWBT System Administrator to whom the LVAS update tapes should be sent.

(G) SWBT and Advanced Communications Group, Inc. will coordinate to establish mutually agreed upon dates and times for tape loads of Advanced Communications Group, Inc. data when such loads are the result of an Advanced Communications Group, Inc. request.

(H) LSP understands and agrees that its record access through the Tape Load Facility Interface is only for LSP's dwn line/billing records. Advanced Communications Group, Inc. will not use the Tape Load Facility Interface to modify any group record. Advanced Communications Group, Inc. will not use the Tape Load Facility Interface to modify any line/billing record not belonging to Advanced Communications Group, Inc.

9.3.3.5-1 LIDB Editor Interface

(A) LIDB Editor Interface provides Advanced Communications Group, Inc. with unbundled access to SWBT's LIDB Editor equivalent to SWBT's manner of access. LIDB Editor provides Advanced Communications Group, Inc. with emergency access to LIDB only when LVAS is unable to access LIDB or is otherwise inoperable.

(B) LIDB Editor Interface is not an interface to LVAS. LIDB Editor is an SCP tool accessible only by authorized SWBT employees. Advanced Communications Group, Inc. will have access to SWBT employees authorized to access LIDB Editor during the same times and under the same conditions that SWBT has access to LIDB Editor.

(C) Advanced Communications Group, Inc. understands that its record access through the LIDB Editor Interface will be limited to its own line/billing records.

9.3.3.5.6 Audits

SWBT will provide Advanced Communications Group, Inc. with LIDB audit functionality as described immediately below.

9.3.3.5.6.1 LIDB Audit

(A) This audit is between LVAS and LIDB. This audit verifies that LVAS records match LIDB records. The LIDB Audit is against all line record and group record information in LVAS and LIDB, regardless of data ownership.

(B) SWBT will run the LIDB audit continuously throughout each and every day.

(C) SWBT will create a “variance file” of all Advanced Communications Group, Inc. records that fail the LIDB audit. Advanced Communications Group, Inc. can access this file through the Interactive Interface.

(D) Advanced Communications Group, Inc. will investigate accounts that fail the LIDB audit and correct any discrepancies within fourteen (14) days after the discrepancy is placed in the variance file. Advanced Communications Group, Inc. will correct all discrepancies using the LVAS interface(s) Advanced Communications Group, Inc. has requested under this Appendix.

9.3.3.5.6.2 Billing System Audit

(A) This audit is between LVAS and SWBT’s billing system(s). This audit verifies that LVAS records match SWBT’s billing system records.

(B) SWBT will provide Advanced Communications Group, Inc. with access equivalent to SWBT’s own access to the billing system audit functionality. SWBT will provide Advanced Communications Group, Inc. with a file containing Advanced Communications Group, Inc.’s records in LIDB. Advanced Communications Group, Inc. will specify if the billing system audit tape will be delivered by either magnetic tape or electronically over the Service Order Entry Interface.

(C) Advanced’ Communications Group, Inc. will audit its LIDB accounts against Advanced Communications Group, Inc.’s billing system and target for correction any discrepancies within fourteen (14) but no

later than thirty (30) days from receipt of the audit file. Advanced Communications Group, Inc. will correct all discrepancies using the LVAS interface(s) Advanced Communications Group, Inc. has requested under this Attachment.

(D) SWBT will provide Advanced Communications Group, Inc. scheduled and nonscheduled billing system audits as set forth following.

(1) Scheduled Audits

SWBT will provide Advanced Communications Group, Inc. with a billing system audit file twice per year. Such audit files will represent Advanced Communications Group, Inc.'s entire data store in LVAS. The Parties will mutually agree upon the dates such audit files will be provided.

(2) Unscheduled Audits

Advanced Communications Group, Inc. can request additional audit files and SWBT will work cooperatively to accommodate all reasonable Advanced Communications Group, Inc. requests for such additional audit files.

9.3.4 Sleuth

(A) Sleuth notification provides Advanced Communications Group, Inc. with Sleuth alert messages. Sleuth alert messages indicate potential incidences of ABS-related fraud for investigation

(B) SWBT will provide Advanced Communications Group, Inc. with an alert notification, by fax, or another mutually agreed upon format, when SWBT's Sleuth system indicates the probability of a fraud incidence. SWBT will use the same criteria to **determine** fraud alerts for Advanced Communications Group, Inc. as SWBT uses for its own accounts.

(C) SWBT's Sleuth investigators can access alerts only in the order the alerts appear in the queue. Low alerts almost never see investigator treatment. However, when Sleuth encounters a number of low priority alerts on the same account, Sleuth may upgrade the alert's status to a higher priority status.

(D) When a Sleuth investigator determines that an urgent, high, or medium priority alert is for an Advanced Communications Group, Inc. account, the Sleuth investigator will print the alert from the queue and fax

the alert to the Advanced Communications Group, Inc. Sleuth alerts only identify potential occurrences of fraud. SWBT will not perform its own investigation to determine whether a fraud situation actually exists for an Advanced Communications Group, Inc. account. Advanced Communications Group, Inc. will determine what, if any action it should take as a result of a Sleuth alert.

(E) SWBT's hours of operation for Sleuth are seven days a week, twenty-four hours per day (7X24). Advanced Communications Group, Inc. will provide SWBT with a contact name and fax number for SWBT to fax alerts from SWBT's Sleuth DBAC.

(F) SWBT will provide Advanced Communications Group, Inc. with a Sleuth contact name and number, including fax number, for Advanced Communications Group, Inc. to contact the Sleuth DBAC.

(G) For each alert notification SWBT provides to Advanced Communications Group, Inc., Advanced Communications Group, Inc. may request a corresponding 30-day historical report of ABS-related query processing. Advanced Communications Group, Inc. may request up to three reports per alert.

9.3.4.2 Technical Requirements

9.3.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, SWBT will enable Advanced Communications Group, Inc. to store in SWBT's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the NPA-NXX or NXX-0/1XX Group is supported by that LIDB.

For NPA-NXXs that are not currently stored in SWBT's LIDB, SWBT agrees to store the information upon review of mutually agreeable Advanced Communications Group, Inc. forecast data. SWBT, at its discretion, may determine that it lacks adequate storage for the additional NPA-NXXs.

9.3.4.2.2 For the LIDB unbundled Network Element, the Technical Publication or other written description provided for in Section 2.17 will include a description of the data elements required to support LIDB-based query processing.

9.3.4.2.3 SWBT, and any SWBT's agents who administer data in SWBT's LVAS, will not provide any access to or use of Advanced Communications Group, Inc. line-record data in LVAS by any third party that is not authorized by Advanced Communications Group, Inc. in writing.

9.3.5 CNAM Service Query

9.3.5.1 Definitions

Calling Name Delivery Service (CNDS) enables the terminating end-user to identify the calling party by a displayed name before the call is the end user's premise between the first and second ring for display on compatible customer premise equipment (CPE).

CNAM Service Query allows Advanced Communications Group, Inc. to query SWBT's Calling Name database for Calling Name information in order to deliver that information to Advanced Communications Group, Inc.'s local subscribers.

Calling Name database means a Party's database containing current Calling Name information of all working lines served or administered by that Party, including the Calling Name information of any telecommunications company participating in that Party's Calling Name database.

Calling Name information means telecommunications companies' records of all of their subscribers' names associated with one or more assigned ten-digit telephone numbers.

Name Record Administering Companies means telecommunications companies that administer telephone number assignments to the public and which make their Calling Name information available in a Party's Calling Name database.

9.3.5.2 Description of Service

9.3.5.2-1 Each Party will provide to the other Party access to Calling Name information whenever the other Party initiates a query from an SSP for such information associated with a call terminating to a CNDS subscriber served by either Party.

- 9.3.5.2.2 Advanced Communications Group, Inc. queries to SWBT's Calling Name database will use translation type of 005. The subsystem number will be mutually developed by the Parties.
- 9.3.5.2.3 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to Advanced Communications Group, Inc. any instances where overload controls are invoked due to Advanced Communications Group, Inc.'s CCS/SS7 network and Advanced Communications Group, Inc. agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect CNAM Service Query from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.3.5.2.4 SWBT provides CNAM Service Query as set forth in this Attachment only as such service is used for Advanced Communications Group, Inc.'s LSP activities on behalf of its local service customers where SWBT is the incumbent local exchange carrier. Advanced Communications Group, Inc. agrees that any other use of SWBT's LIDB for the provision of CNAM Service Query by Advanced Communications Group, Inc. will be pursuant to the terms, conditions, rates, and charges of SWBT's effective contracts, as revised, for CNAM Service Query.

9.3.5.3 Ownership of the Calling Name Information

- 9.3.5.3.1 Advanced Communications Group, Inc.'s access to any CNAM Service Query information does not create any ownership interest that does not already exist. Telecommunications companies, including Advanced Communications Group, Inc., depositing information in SWBT's LIDB may retain full and complete ownership and control over such information.
- 9.3.5.3.2 Unless expressly authorized in writing by parties, CNAM Service Query is not to be used for purposes other than support of CNDS. Advanced Communications Group, Inc. may use CNAM Service Query for such functions only on a call-by-call basis.
- 9.3.5.3.3 Proprietary information residing in SWBT's LIDB is protected from unauthorized access and Advanced Communications Group, Inc. may not store such information in any table or database for any reason. All information related to alternate billing service is proprietary. Examples of proprietary information are as follows:

Billed (Line/Regional Accounting Office (RAO)) Number
PIN Number(s)
Billed Number Screening (BNS) indicators
Class of Service (also referred to as Service or Equipment)
Reports on LIDB usage
Information related to billing for LIDB usage
LIDB usage statistics.

- 9.3.5.3.4 Advanced Communications Group, Inc. agrees that it will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's LIDB.
- 9.3.5.3.5 If Advanced Communications Group, Inc. acts on behalf of other carriers to access SWBT's CNAM Service Query, Advanced Communications Group, Inc. will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a CNAM Service Query query to SWBT's LIDB.
- 9.3.5.3.6 Nothing in Sections 9.3.4.4.2.1 through 9.3.4.4.2.5 is intended to restrict Advanced Communications Group, Inc.'s use or storage of Advanced Communications Group, Inc. data created or acquired independently of SWBT's CNAM Service Query.
- 9.3.5.3.7 SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to Advanced Communications Group, Inc. or to its Query-originating carrier customers, except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.
- 9.3.5.3.8 The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may

require their name information to be restricted, altered, or rendered unavailable. Therefore, SWBT is not liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to Advanced Communications Group, Inc. or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from SWBT's willful or wanton misconduct or gross negligence.

9.3.5.3.9 The Parties acknowledge that certain federal and/or state regulations require that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to the terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. Advanced Communications Group, Inc. will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. Advanced Communications Group, Inc. agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will Advanced Communications Group, Inc. block information a subscriber has attempted to unblock. Therefore, SWBT, in addition to the limitations of liability set forth in this Section, is not liable for any failure by Advanced Communications Group, Inc. or its query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information, and Advanced Communications Group, Inc. agrees to hold SWBT harmless from, and defend and indemnify SWBT for, any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from Advanced Communications Group, Inc. or its query-originating carrier customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by SWBT's willful or wanton misconduct or gross negligence.

9.3.6 Toll Free Number Database

9.3.6.1 SWBT's 800 database receives updates processed from the national Service Management System (SMS). Customer records in the SMS are created or modified by entities known as Responsible Organizations (RespOrg) who obtain access to the SMS via the 800 Service Management

System, Tariff F.C.C. No. 1. 800 Service Providers must either become their own RespOrg or use the services of an established RespOrg. The services of a RespOrg includes creating and updating 800 records in the SMS to download in the 800 database(s). SWBT does not, either through a tariff or contract, provide RespOrg service.

- 9.3.6.2 After the 800 customer record is created in the SMS, the SMS downloads the records to the appropriate databases, depending on the area of service chosen by the 800 subscriber. An 800 customer record is created in the SMS for each 800 number to be activated. The SMS initiates all routing changes to update information on a nationwide basis.
- 9.3.6.3 Access to the Toll Free Calling Database allows Advanced Communications Group, Inc. to access SWBT's 800 database for the purpose of switch query and database response. Access to the Toll Free Calling Database supports the processing of toll free calls (e.g., 800 and 888) where identification of the appropriate carrier (800 Service Provider) to transport the call is dependent upon the full ten digits of the toll free number (e.g., 1+800+NXX+XXXX). Access to the Toll Free Calling Database includes all 800-type dialing plans (i.e., 800 and 888 [and 877, 866, 855, 844, 833, 822, when available]).
- 9.3.6.4 Access to the Toll Free Calling Database provides the carrier identification function required to determine the appropriate routing of an 800 number based on the geographic origination of the call, from a specific or any combination of NPA/NXX, NPA or LATA.
- 9.3.6.5 There are three optional features available with 800 service: Designated 1 O-Digit Translation, Call Validation and Call Handling and Destination.
 - 9.3.6.5.1. The Designated 10-Digit Translation feature converts the 800 number into a designated 10-digit number. If the 800 Service Provider provides the designated 10-digit number associated with the 800 number and requests delivery of the designated 10-digit number in place of the 800 number, SWBT will deliver the designated 1 O-digit number.
 - 9.3.6.5.2 The Call Validation feature limits calls to an 800 number to calls originating only from an 800 Subscriber's customized service area. Calls originating outside the area will be screened and an out of band recording will be returned to the calling party.

- 9.3.6.5.3 The Call Handling and Destination feature allows routing of 800 calls based on one or any combination of the following: time of day, day of week, percent allocation and specific 10 digit ANI.
- 9.3.6.6 Access to the Toll Free Calling Database is offered separate and apart from other unbundled network elements necessary for operation of the network routing function addressed in these terms and conditions, e.g., end office 800 SSP functionality and CCS/SS7 signaling.
- 9.3.6.7 Advanced Communications Group, Inc. will address its queries to SWBT's database to the alias point code of the STP pair identified by SWBT. Advanced Communications Group, Inc.'s queries will use subsystem number 0 in the calling party address field and a translations type of 254 with a routing indicator set to route on global title. Advanced Communications Group, Inc. acknowledges that such subsystem number and translation type values are necessary for SWBT to properly process queries to its 800 database.
- 9.3.6.8 SWBT may employ certain automatic and/or manual overload controls to protect SWBT's CCS/SS7 network. SWBT will report to Advanced Communications Group, Inc. any instances where overload controls are invoked due to Advanced Communications Group, Inc.'s CCS/SS7 network and Advanced Communications Group, Inc. agrees in such cases to take corrective action to the same extent SWBT prescribes for itself. Any network management controls found necessary to protect Toll Free Network Element from an overload condition will be applied based on non-discriminatory guidelines and procedures. Such management controls will be applied to the specific problem source to the extent technically feasible.
- 9.3.6.9 Advanced Communications Group, Inc. will only use Access to the Toll Free Calling Database to determine the routing requirements for originating 800 calls. Advanced Communications Group, Inc. will not copy, store, maintain, or create any table or database of any kind that is based upon a response to a query to SWBT's Toll Free Calling Database. If Advanced Communications Group, Inc. acts on behalf of other carriers to access SWBT's Toll Free Calling Database, Advanced Communications Group, Inc. will contractually prohibit such carriers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SWBT after a query to SWBT's Toll Free Calling Database:-

- 9.3.6.10 Advanced Communications Group, Inc. will ensure that it has sufficient link capacity and related facilities to handle its signaling and toll free traffic without adversely affecting other network subscribers and that the SSP Provider has transmitted the appropriate subsystem number and translation type.
- 9.3.6.11 SWBT provides access to the Toll Free Calling Database (TFCDB) as set forth in this Attachment only as such service is used for Advanced Communications Group, Inc.'s LSP activities on behalf of its Texas local service customers where SWBT is the incumbent local exchange carrier. Advanced Communications Group, Inc. agrees that any other use of SWBT's TFCDB for the provision of 800 database service by Advanced Communications Group, Inc. will be pursuant to the terms, conditions, rates, and charges of SWBT's effective tariffs, as revised, for 800 database services.

9.3.7 AIN Call Related Database

Definition:

The AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch.

- 9.3.7.1 SWBT will provide Advanced Communications Group, Inc. access to SWBT's Service Creation Environment (SCE) to design, create, test and deploy AIN-based features, equivalent to the access it provides to itself, providing that security arrangements can be made. Advanced Communications Group, Inc. requests to use the SWBT SCE will be subject to request and review procedures to be agreed upon by the Parties.
- 9.3.7.2** When Advanced Communications Group, Inc. utilizes SWBT's Local Switching network element and requests SWBT to provision such network element with a technically feasible AIN trigger, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an Advanced Communications Group, Inc. developed AIN feature as per previous section.
- 9.3.7.3 When Advanced Communications Group, Inc. utilizes its own local switch, SWBT will provide access to the appropriate AIN Call Related Database for the purpose of invoking either an SWBT AIN feature or an Advanced Communications Group, Inc. developed AIN feature as per previous section.

- 9.3.7.4** SWBT will provide access to AIN Call Related databases in a nondiscriminatory and competitively neutral manner. Any mediation, static or dynamic, will only provide network reliability, protection, security and network management functions consistent with the access service provided. Any network management controls found necessary to protect the AIN SCP from an overload condition will be applied based on non-discriminatory guidelines and procedures either (1) resident in the SWBT STP that serves the appropriate AIN SCP or (2) via manual controls that are initiated from SWBT Network Elements. Such management controls will be applied to the specific problem source, where ever that source is, including SWBT, and not to all services unless a problem source cannot be identified.
- 9.3.7.5** As requested by Advanced Communications Group, Inc., SWBT will provide specifications and information reasonably necessary for Advanced Communications Group, Inc. to utilize SWBT SCE as provided above.
- 9.3.7.6** SWBT SCP will partition and take reasonable steps to protect Advanced Communications Group, Inc. service logic and data ~~from~~ unauthorized access, execution or other types of compromise, where technically feasible.

9.4 **Access to Directory Assistance Database**

SWBT will provide non discriminatory access to SWBT's Directory Assistance listing information which includes published listings, non listed listings as well as listed names, address, zip code and telephone numbers with the exception of non published telephone numbers. Non published Directory Assistance listing information will display the customer name and address only along with an indicator that the number is non published. Access to SWBT Directory Assistance listing information is for the sole purpose of providing voice Directory Assistance to Advanced Communications Group, Inc.'s customers. Access to SWBT's Directory Assistance listing information allows the Advanced Communications Group, Inc. operator to query SWBT's Directory Assistance database and obtain the identical information that is available to SWBT's Directory Assistance operators.

10. Operations Support Systems Functions

10.1 Definition

Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by SWBT's databases and information.

10.2 Requirements

SWBT will provide Advanced Communications Group, Inc. access to its Operations Support Systems Functions through the electronic interfaces provided for in Attachment 7 (Pre-Ordering, Ordering, and Provisioning - UNE), Attachment 8 (Maintenance - UNE), Attachment 9 (Connectivity Billing and Recording - UNE), and Attachment 10 (Customer Usage Data - UNE), on the terms and conditions set forth in those Attachments.

11 .O Cross-connects

11.1 The cross connect is the media ~~between~~ the SWBT distribution frame and an Advanced Communications Group, Inc. designated collocated space or other SWBT unbundled network elements purchased by Advanced Communications Group, Inc.

11.2 SWBT offers a choice of four types of cross connects with each unbundled loop type. The applicable cross connects are as follows:

1. Cross connect to DCS
2. Cross connect to MUX
3. Cross connect to CollocationDemarc
4. Cross connect to Switch Port

11.3 SWBT will offer the Cross Connect with unbundled dedicated transport in the following configurations:

1. Voice Grade 2-Wire
2. Voice Grade 4-Wire
3. DSO (56Kbps) DCS to Collocation
4. DS 1 (1.544Mbps)
5. DS3 (44.736Mbps)
6. OC3 (155.520Mbps)
7. OC 12 (622.080Mbps)

8. OC48 (2,488.320Mbps)

12. Additional Requirements Applicable to Unbundled Network Elements

Section 12 sets forth additional requirements for unbundled Network Elements which SWBT agrees to offer to Advanced Communications Group, Inc. under this Agreement.

12.1 Technical Issues Resolution

Within 60 days of the Effective Date of this Agreement, Advanced Communications Group, Inc. and SWBT will agree upon a process to resolve technical issues relating to interconnection of Advanced Communications Group, Inc.'s network to SWBT's network and Network Elements and Ancillary Functions. The agreed upon process will include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If Advanced Communications Group, Inc. and SWBT do not reach agreement on such a process within 60 days, any issues that have not been resolved by the parties with respect to such process will be submitted to the Dispute Resolution procedures set forth in this Agreement unless both parties agree to extend the time to reach agreement on such issues.

12.2 Synchronization

12.2.1 Definition:

Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital **communications** network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

12.2.2 SWBT will provide synchronization to equipment that is owned by SWBT and is used to provide a network element to Advanced Communications Group, Inc. in the same manner that SWBT provides synchronization to itself.

13. **Pricing**

13.1 Interim Provisioning of Unbundled Network Elements

Attached hereto as Appendix Pricing - UNE is a schedule which reflects the Arbitration award interim prices applicable to the specific Unbundled Network Elements which SWBT will provide to Advanced Communications Group, Inc. as identified therein. Advanced Communications Group, Inc. agrees to compensate SWBT for the unbundled Network elements at the rates contained in this Appendix. Unbundled Network Elements are available from SWBT on a per unbundled Network Element basis at prices as contained in Appendix 1: Pricing - UNE.

13.2 Permanent Provisioning of Unbundled Network Elements

The provisioning for the elements identified on Appendix Pricing - UNE shall be at the prices determined by the Commission in the SWBT generic cost docket. Additionally, any Unbundled Network Elements for which prices are determined in such docket shall also be made available to Advanced Communications Group, Inc. at the prices identified in such docket. Provisioning issues not previously agreed upon by the Parties shall be negotiated by the Parties prior to provisioning of such elements.

13.3 For any element, service, feature or function contained in or referenced to in Attachments 6, 7, 8, 9 or 10 that are not explicitly or implicitly included in any Unbundled Network Element listed in the attached Appendix Pricing - UNE, including Special Requests, SWBT and Advanced Communications Group, Inc. will negotiate prices. If the Parties are unable to negotiate a price, SWBT will establish the price in accordance with the Act, as applicable. In no event will SWBT be required to provide any elements, services, features or functions for which no price has been established.

13.4 Unless otherwise stated, SWBT will render a monthly bill for Network Elements provided hereunder. Remittance in full will be due within thirty (30) days of bill date. Interest will apply on overdue amounts. Each party reserves the right to net delinquent amounts against amounts otherwise due the other.

13.5 Recurring Charges

- 13.5.1 Unless otherwise agreed, where Rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated element will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for elements provided under the Bona Fide Request process may be longer.
- 13.5.2 Where rates will be based on minutes of use, usage will be accumulated at the end office or other measurement point without any per call rounding and total minutes by end office are rounded to the next higher minute. Advanced Communications Group, Inc. will pay for all usage on such calls including those that are not completed due to busy or don't answer conditions. Where the measurement capabilities exist, the measurement of minutes for billing purposes will be done on the same basis as access minutes of use.
- 13.5.3 Where rates are based on miles, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed, SWBT will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff F.C.C. No 4. When the calculation results in a fraction of a mile, SWBT will round up to the next whole mile before determining the mileage and applying rates.

13.6 Non-Recurring Charges

- 13.6.1 There are non-recurring charges for the first connection on an Advanced Communications Group, Inc. order as well as separate non-recurring charges for each additional connection associated with the same Advanced Communications Group, Inc. order at the same Advanced Communications Group, Inc. specified premises. When converting the SWBT account to Advanced Communications Group, Inc. or between Advanced Communications Group, Inc. and another local service provider, the conversion will be handled as a disconnect of the current account and a coordinated (as mutually defined by the Parties) new connect of the unbundled network element account.
- 13.6.3 A service order processing (Service Order) charge will apply for each service order issued-, by SWBT to process a request for installation, disconnection, rearrangement, change orders or record orders for unbundled elements. This does not apply to supplements to an order.

13.7 Maintenance of Elements

- 13.7.1 The network elements provided by SWBT pursuant to this Attachment will be maintained by SWBT. Advanced Communications Group, Inc. or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by SWBT, other than by connection or disconnection to any interface means used, except with the written consent of SWBT.
- 13.7.2 Advanced Communications Group, Inc. will pay Time and Material charges when Advanced Communications Group, Inc. reports a suspected failure of a network element and SWBT dispatches personnel to the end user's premises or a SWBT central office and finds that trouble was not caused by SWBT's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. |
- 13.7.3 If Advanced Communications Group, Inc. issues a trouble report allowing SWBT access to the end user's premises and SWBT personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SWBT personnel are dispatched. Subsequently, if SWBT personnel are allowed access to the premises, the charges discussed herein will still apply.
- 13.7.4 Time and Material charges as discussed in 13.7.3 through 13.7.5. apply on a first and additional basis for each half hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work related efforts of SWBT performed during normally scheduled working hours on a normally scheduled work day. Overtime is work related efforts of SWBT performed on a normally scheduled work day, but outside of normally scheduled working hours. Premium Time is work related efforts of SWBT performed other than on a normally scheduled work day.
- 13.7.5 If Advanced Communications Group, Inc. requests and approves a SWBT technician to perform services in excess of limits outlined in the Performance Requirements section of Attachment 7: Ordering and Provisioning. - UNE by the line connection service on any size order, Advanced Communications Group, Inc. will pay for any additional and reasonable work to perform such services, including requests for

installation or conversion outside of normally scheduled working hours at the appropriate rates.

13.8 Other Pricing Terms and Conditions

- 13.8.1 SWBT will not collect intrastate or interstate access charges from Advanced Communications Group, Inc. when it purchases unbundled network elements, over and above the rates provided for the network elements in Appendix Pricing - UNE, except as follows:
 - 13.8.1.1 When Advanced Communications Group, Inc. purchases a SWBT Local Switching element, the CCLC and 100% of the RIC under the effective interstate SWBT access tariff, for all interstate access minutes of Advanced Communications Group, Inc. customer traffic traversing that Local Switching element will apply until modified by a final and effective FCC order.
 - 13.8.1.2 When Advanced Communications Group, Inc. purchases a SWBT Local Switching element, the effective intrastate SWBT access rates will be as determined in the final and effective arbitrated agreement or the SWBT generic cost docket.
- 13.8.2 Vertical Features: SWBT will charge Advanced Communications Group, Inc. for the Vertical Features that the switch is equipped to provide in accordance with the final and effective SWBT/AT&T arbitrated agreement or the SWBT generic cost docket.
- 13.8.3 Customized Routing: SWBT will charge Advanced Communications Group, Inc. for Customized Routing in accordance with the final and effective SWBT/AT&T arbitrated agreement or the SWBT generic cost docket.
- 13.8.4 When the NXX of the telephone number provided to the Advanced Communications Group, Inc. is one associated with an optional EAS arrangement, SWBT will charge Advanced Communications Group, Inc. in accordance with the final and effective SWBT/AT&T arbitrated agreement or the SWBT generic cost docket.
- 13.9 When Advanced Communications Group, Inc. notifies SWBT of a desire to use unbundled local switching, the Parties agree to negotiate the method of billing the local switching unbundled rates.

APPENDIX PRICING - UNE

This Appendix Pricing - UNE to Attachment 6: UNE sets forth the prices SWBT will charge Advanced Communications Group, Inc. for unbundled Network Elements as set forth in the following Schedule of Prices. These prices are interim and will apply until further action by the Kansas Corporation Commission.

<u>Elements</u>	<u>Unit of Charge</u>	<u>Recurring</u>	<u>Nonrecurring</u>	
			<u>Initial</u>	<u>Additional</u>
<u>LOOPS</u>	Monthly			
2-Wire Analog (8 dB Loop)				
- Zone 1		\$ 70.30	\$ 60.55	\$ 25.30
- Zone 2		\$ 26.55	\$ 60.55	\$ 25.30
- Zone 3		\$ 19.65	\$ 60.55	\$ 25.30
Loop Conditioning (5 dB Loop) **		\$ 7.05	\$ 65.00	\$ 24.75
Basic Rate Interface (BRI)				
- Zone 1		\$ 95.55	\$ 157.20	\$ 82.00
- Zone 2		\$ 48.20	\$ 157.20	\$ 82.00
- Zone 3		\$ 49.00	\$ 157.20	\$ 82.00
Primary Rate Interface Loop (4-wire)				
- Zone 1		\$ 223.85	\$ 372.40	\$ 147.10
- Zone 2		\$ 136.10	\$ 372.40	\$ 147.10
- Zone 3		\$ 145.30	\$ 372.40	\$ 147.10

** For a 5dB Loop, 8dB prices plus Loop Conditioning prices.

CROSS CONNECTS

MDF to Collocation(same C.O)	Monthly			
Analog 2-wire		\$ 2.10	\$ 72.50	\$ 69.05
Analog 4-wire		\$ 4.20	\$ 85.85	\$ 82.35
Digital 2-wire		\$ 2.10	\$ 72.50	\$ 69.05
Digital 4-wire		\$ 11.30	\$ 85.85	\$ 82.35
MDF to Collocation (interoffice)	Monthly			
Analog 2-wire		\$ 5.15	\$ 106.60	\$ 98.00
Analog 4-wire		\$ 6.90	\$ 125.00	\$ 116.45
Digital 2-wire		\$ 12.35	\$ 106.60	\$ 98.00
MDF to SWBT Multiplexer	Monthly			
Analog 2-wire		\$ 5.15	\$ 106.60	\$ 98.00
Analog 4-wire		\$ 6.90	\$ 125.00	\$ 116.45
Digital 2-wire		\$ 12.35	\$ 106.60	\$ 98.00

LOCAL SWITCHING Minute of Use \$ 0.003

SWITCH PORTS

	Monthly			
Analog Line Side		\$ 2.00	\$ 82.60	\$ 74.05
Analog Trunk Side (DID)		\$ 26.30	\$ 152.60	\$ -----
BRI Port		\$ 7.00	\$ 13.35	\$ 7.30
PRI Port		\$ 208.75	\$445.70	\$ 204.55

INTEROFFICE TRANSPORT

Common

	Minute of Use	
Zone A		\$ 0.000609
Zone B		\$ 0.000609
Zone C		\$ 0.000609

Dedicated

Voice Grade	Monthly	\$ 17.46	
	Mile	\$ 1.12	
DS1	Monthly	\$ 51.30	
	Mile	\$ 17.70	
DS3	Monthly	\$ 815.00	
	Mile	\$ 118.00	

TANDEM SWITCHING

Minute of Use \$ 0.0015

EAS TRANSPORT & TERMINATION

Minute of Use \$ 0.021

UNBUNDLED SIGNALING

	Monthly			
STP Port	Per Port	\$ 1,780.65	\$ 291.50	
STP Trunk Signaling	Per Octet	\$0.00000230		
Point Code Addition	Per Point Code	N/A	\$ 15.35	
SS7 Links - Cross Connects				
STP to Collocators Cage - DSO	Monthly	\$74.60	\$260.15	\$206.00
STP to Collocators Cage - DS1	Monthly	\$53.80	\$231.60	\$177.50
STP to SWBT DF - DSO	Monthly	\$74.60	\$260.15	\$206.00
STP to SWBT DSX Frame - DS1	Monthly	\$53.80	\$231.60	\$177.50

UNBUNDLED DATABASE

	Per Query	
800 - Simple		\$ 0.001020
800 - Complex		\$ 0.001160
LIDB Query		\$ 0.000530
CNAM Query		\$ 0.000923

	Per MOU
LIDB Query Transport	\$.0004500
LIDB Validation Query	\$.026000
Line Validation Administration System (LVAS)	

Update Media (initial loads)

- Manual \$372.00 + \$55.00 per 100 lines
- File Transfer \$1000.00
- Tape \$380.00 + \$23.50 per 100 lines
- Dial-in \$1525.00

Update Media (subsequent loads)

- Manual \$51.00 + \$3.75 per 100 lines
- File Transfer \$25.00 + \$0.25 per 100 lines
- Dial-in \$20.00 + \$0.30 per 100 lines

BEFORE THE STATE CORPORATION
OF THE STATE OF KANSAS

In the Matter of the Petition of DIECA)
Communications, Inc. d/b/a Covad)
Communications Company for)
Arbitration of Interconnection Rates,)
Terms, Conditions and Related)
Arrangements with Southwestern Bell)
Telephone.)

Docket No. OO-DCIT-389-ARB

**MOTION OF SOUTHWESTERN BELL TELEPHONE COMPANY
TO DETERMINE AND LIMIT ARBITRABLE ISSUES**

COMES NOW Southwestern Bell Telephone Company ("SWBT"), pursuant to K.A.R. 82-I-201 et seq., and submits its motion requesting an order of the Commission determining and limiting the issues subject to arbitration in the above-captioned matter. In support of its motion, SWBT states and alleges as follows:

1. DIECA Communications, Inc. d/b/a Covad Communications Company ("Covad") filed its petition for arbitration of interconnection rates, terms, conditions, and related arrangements with the Commission on or about November 9, 1999.
2. In its petition for arbitration Covad identified nine issues relating to interconnection for arbitration and a tenth issue related to SWBT's alleged conduct during the negotiating period. Of the nine interconnection related issues identified by Covad, four involve interconnection or unbundled network element ("UNE") rates or charges proposed by SWBT and opposed or disputed by Covad. Those four issues are as follows:

Issue A(3)- Loop Qualification: What type of loop qualification process and charge are appropriate?

Issue A(6)- Conditioning Charge: Should SWBT be permitted to impose nonrecurring charges (NRC) for xDSL loop conditioning?

Issue A(7)- DSL Loop Charges: What are appropriate recurring and nonrecurring charges for ISDN loop rates?

Issue A(8)- Cross Connect Charges: What are appropriate cross connect charges?

3. On December 6, 1999 SWBT filed its response to Covad's petition for arbitration. In its response to the petition for arbitration, SWBT stated its belief that the costs and prices associated with the four issues identified by Covad are controlled by the Commission's orders and proceedings in KCC Docket No. 97-SCCC-149-GIT, commonly known as the *UNE Generic Cost Docket*.¹ Accordingly, SWBT responded that its costs/prices for interconnection and UNEs are not proper issues for arbitration in this proceeding.

1. **UNE GENERIC COST DOCKET**

4. On November 8, 1996 the Commission issued its order granting the application of Sprint Communications Company, L.P., and its affiliates, for a generic investigation of SWBT's rates for interconnection, unbundled elements, transport and termination, and resale in Docket No. 97-SCCC-149-GIT.² In its order establishing the *UNE Generic Cost Docket*, the Commission noted that the arbitration period for

¹ In the *Matter of the Application of Sprint Communications Company, L.P., United Telephone Company of Kansas, United Telephone Company of Eastern Kansas, United Telephone Company of South Central Kansas, and United Telephone Company of Southeastern Kansas for the Commission to open a generic proceeding on Southwestern Bell Telephone Company's Rates for Interconnection, Unbundled Elements, Transport and Termination, and Resale*, KCC Docket No. 97-SCCC-149-GIT [hereinafter the "*UNE Generic Cost Docket*"]

interconnection agreements provided by Congress under the Federal Telecommunications Act of 1996 was too brief to realistically resolve all of the cost issues associated with interconnection.² For that reason, in order to allow for an “in-depth examination of cost issues,” the Commission established the *UNE Generic Cost Docket*.

5. On December 19, 1997 the Commission issued its order in the *UNE Generic Cost Docket* adopting the cost methodology to be used in determining prices for interconnection and UNEs for SWBT. The Commission noted that 47 U.S.C. § 252(d) requires cost-based pricing for interconnection and UNEs. The Commission also found that the FCC had previously mandated the use of the Total Element Long Run Incremental Cost (“TELRIC”) methodology for the calculation of costs of incumbent local exchange company facilities made available to competitors. Based upon evidence gathered through testimony, hearings and comments of the parties, the Commission concluded that SWBT’s cost studies were to be used, with modifications deemed necessary by the Commission, to determine SWBT’s prices for interconnection and UNEs.³

6. Continuing its efforts to establish prices for UNEs and interconnection, the Commission, in its *UNE Generic Cost Docket* order dated November 16, 1998, established the inputs SWBT is to use in its cost studies to determine the appropriate rates for interconnection. The Commission stated that after evaluating SWBT’s cost

² *Id.* Order Opening General Investigation of Rates for Interconnection, Unbundled Elements, Transport and Termination, and Resale, dated November 8, 1996.

³ *Id.* Order Choosing Cost Methodology and Suggesting Procedural Schedule, dated December 19, 1997.

study results with the ordered inputs and the comments of the parties, the Commission would issue an order establishing the rates for interconnection.⁴

7. Subsequently, the Commission issued its *UNE Generic Cost Docket* order dated February 19, 1999 establishing SWBT's recurring and nonrecurring interconnection and UNE prices? The Commission concluded that it had jurisdiction to evaluate costs and set interconnection and UNE prices on a "forward-looking, non-discriminatory basis that includes a reasonable profit."⁶ In establishing the interconnection and UNE prices, the Commission concluded that "the prices . . . are based on the TELRIC cost of UNEs and interconnection and are just and reasonable." Further, the Commission directed that "[a]ll CLECs can avail themselves of the prices established herein." The Commission also recognized that:

there may be additional elements which have not been addressed. If there are additional UNEs that require cost-based pricing, the parties should provide a list of the element and a proposed price, including the basis of the proposed price. SWBT may be required to file additional cost studies, if necessary. For additional cost studies, SWBT should use the inputs as determined in this proceeding.'

8. On September 17, 1999 the Commission issued its order reconsideration in the *UNE Generic Cost Docket*.⁹ In that order, the Commission reaffirmed its prior findings that the interconnection and UNE prices established in the *UNE Generic Cost Docket* were TELRIC based. The Commission also concluded that:

⁴ *Id.* Order Setting Inputs for Cost Studies, dated November 16, 1998.

⁵ *Id.* Final Order Establishing SWBT's Prices for Interconnection and UNEs, dated February 19, 1999 [hereinafter the "February 19, 1999 Order"].

⁶ February 19, 1999 Order at ¶ 71.

⁷ *Id.* at ¶ 74.

⁸ *Id.* at ¶ 78.

In general, SWBT's cost to provide UNEs and interconnection will not vary from CLEC to CLEC; thus, the price established under TELRIC for those elements should not vary. It is not the Commission's intent to preclude parties from negotiating rates that differ from those established in this proceeding if the parties negotiate a unique agreement which warrants such a departure and involves different costs. But, SWBT's argument . . . that allowing prices to be negotiated provides 'companies the option to get a lower rate, by virtue of volume purchasing or some other negotiated arrangement' appears to be an empty argument. TELRIC costs (which we have used in adopting prices here) are calculated assuming the entire quantity demanded (the total market) is to be served. It is illogical to assume that a CLEC would achieve greater demand levels than the entire market today and thus realize the volume discount proffered by SWBT . . . especially in the near to mid term. Thus the value to competitors to be achieved by allowing SWBT to offer even lower prices than those indicated by TELRIC appears to be nil, particularly when it is noted that SWBT objects to many prices at the TELRIC level. Furthermore, there is not evidence in the record to suggest or conclude that the cost of even greater volumes of UNEs than that assumed for the TELRIC cost studies would be less (or more) than the costs that have been determined in this proceeding.. The cost-based prices determined in this proceeding should be generally available to all CLECs provided the UNE and interconnection requests do not require a special or unique arrangement.¹⁰

In addition, the Commission ordered SWBT to re-run its non-recurring cost studies to include additional modifications, as well as to file a master list of UNEs and definitions. Finally, the Commission's order adopted revised UNE prices and established a schedule for the Commission's continued consideration and determination of revised interconnection and UNE non-recurring charges."

⁹ UNE Generic Cost Docket, Order on Reconsideration, dated September 17, 1999 [hereinafter the "September 17, 1999 Order"].

¹⁰ September 17, 1999 Order at ¶ 53. (Emphasis added).

¹¹ *Id.* at pp.42-43.

9. In its most recent order in the *UNE Generic Cost Docket*, dated October 26, 1999, the Commission, rejecting SWBT's argument urging the reconsideration of the establishment of a UNE price list, once again reaffirmed its intention that the prices set in the course of the docket be applicable to all CLECs.¹²

[I]t is not the Commission's intent to preclude negotiation of rates different from those established in this proceeding, if the parties negotiate a unique agreement warranting such a departure. The prices established in this proceeding are intended to be available to competitive local exchange carriers, but a request for unbundled network elements and interconnection might require a special or unique arrangement. The Commission is not persuaded that the establishment of a general price list precludes SWBT from negotiating rates for unbundled network elements; nor that it precludes pricing flexibility when special conditions exist.¹³

II. ARBITRATION OF INTERCONNECTION AND UNE RATES

10. As is reflected in SWBT's response to Covad's petition for arbitration, each of the interconnection and UNE rates offered to Covad and now at issue, are either drawn directly from prior Commission orders in the *UNE Generic Cost Docket* or are interim rates subject to true-up based upon UNE cost studies previously filed with and pending before the Commission for inclusion in an anticipated order on non-recurring charges as directed in the Commission's September 27, 1999. Order. Specifically, SWBT's proposed interconnection and UNE rates at issue are those drawn or based upon Commission orders or filed cost studies as indicated on the attached schedule entitled "SWBT Interconnection Prices Subject to UNE Generic Cost Docket" designated as Exhibit "A" and incorporated herein by this reference.

¹² *UNE Generic Cost Docket*, Order on Petition for Reconsideration and/or Clarification, dated October 26, 1999 at ¶ 15 [hereinafter the "October 26, 1999 Order"].

11. Covad has previously rejected SWBT's offer of the aforementioned interconnection and UNE rates. However, all other interconnection and UNE rates contained in the proposed SWBT-Covad interconnection agreement and not identified for arbitration in this proceeding are drawn from the Commission's orders or based on SWBT's cost studies filed in the *UNE Generic Cost Docket*, and are apparently acceptable to Covad. Covad appears to believe that it is entitled to pick and choose those rates from the *UNE Generic Cost Docket* that it finds acceptable and challenge those it deems to be excessive.

12. Covad also contends that, despite the Commission's stated intent in its orders that the interconnection and UNE rates established in the *UNE Generic Cost Docket* be available to all CLECs, it is entitled to negotiate different rates.¹⁴ Covad's position ignores the Commission's qualification of the availability of the *UNE Generic Cost Docket* approved rates. The Commission's orders make it abundantly clear that only if a proposed interconnection agreement requires a "special or unique arrangement," is a deviation from the Commission ordered rates warranted?

13. Nothing about the proposed SWBT-Covad Interconnection Agreement is "special or unique" thus warranting a departure from the Commission's prices for interconnection and UNEs established in the *UNE Generic Cost Docket*. The fact that an agreement is negotiated separately with each individual carrier does not make or qualify that agreement as "special or unique." SWBT believes it was the Commission's

¹³ Id. (Emphasis added).

¹⁴ See Letter dated December 15, 1999 from Covad's counsel, Mark P. Johnson, responding to SWBT's objections to certain requests for information, attached hereto as Exhibit "B" and incorporated herein and made a part hereof by this reference,

¹⁵ See October 26, 1999 Order at ¶ 15; September 17, 1999 Order at ¶ 53.

intent to limit application of the “special or unique” circumstances exception to those rare instances when a CLEC’s request to interconnect involves special or unique work requirements and/or costs other than those contemplated in the establishment of the rates, not the basic nature of or the language used in the interconnection document itself. Covad’s petition contains no allegations of a “special or unique” nature involving its intended interconnection with SWBT’s network. Covad’s only basis for seeking to review the interconnection and UNE rates, established by the Commission and offered by SWBT, is Covad’s belief that those rates constitute “price gouging” by SWBT.¹⁶ Further, Covad is attempting to arbitrate KCC ordered rates in this proceeding, irrespective of the fact that it admitted in a September 23, 1999 letter to SWBT, in response to SWBT’s request for Covad’s cost studies, that Covad had not prepared any such studies. Rather, Covad advised SWBT that “[w]hile reviewing and analyzing an ILEC’s proposed pricing schemes, Covad typically compares the proposed prices to those offered by other ILECs.”¹⁷

14. To allow Covad to attempt to arbitrate lower prices than those established in the *UNE Generic Cost Docket* would result in the unraveling of the Commission’s work and stated intentions with regard to the same. Each and every CLEC would then attempt to pick and chose only those prices they liked and arbitrate the rest. The concept of judicial economy and certainty in the market which the Commission sought to achieve through the *UNE Generic Cost Docket* would be lost forever.

¹⁶ See Covad’s Petition for Arbitration at ¶ 40.


¹⁷ September 23, 1999 letter from Laura Izon of Covad to Amy Wagner and Patricia Hogue of SWBT, attached hereto as Exhibit “C” and incorporated herein and made a part hereof by this reference.

WHEREFORE, SWBT respectfully requests the Commission/Arbitrator take administrative notice of the following orders issued in the *UNE Generic Cost Docket*, Docket No. 97-SCCC-149-GIT, dated November 8, 1996; December 19, 1997; November 16, 1998; February 19, 1999; September 17, 1999; and, October 26, 1999.

FURTHER, SWBT respectfully requests the Commission/Arbitrator issue an order determining that the Commission's orders issued or pending in the *UNE Generic Cost Docket*, as well as the recurring and non-recurring interconnection and UNE rates established therein, control in this proceeding.

FURTHER, SWBT requests an order determining that the interconnection and UNE rates identified by Covad as being at issue are not arbitrable in this proceeding by virtue of the Commission's orders in the *UNE Generic Cost Docket*.

Respectfully submitted,



APRIL J. RODEWALD (#99007)
KRISTIN J. BLOMQUIST (#15636)
BRUCE A. NEY (#15554)
220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785-276-843t)

Attorneys for Southwestern Bell
Telephone Company

CERTIFICATE OF SERVICE

I hereby certify that a correct copy of the Motion were sent via Overnight delivery on this 20th day of December, 1999 to:

Robert L. Lehr, Arbitrator
Kansas Corporation Commission
1500 SW Arrowhead Rd.
Topeka, KS 66604-4027

Marianne Deagle
Assistant General Counsel
Kansas Corporation Commission
1500 SW Arrowhead Rd.
Topeka, KS 66604-4027

Lisa C. Creighton
Mark P. Johnson
Sonnenschein Nath & Rosenthal
4520 Main Street, Suite 1100
Kansas City, MO 64111

Laura A. Izon
Covad Communications
2330 Central Expressway
Santa Clara, CA 95050

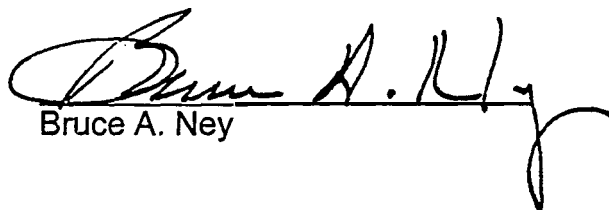

Bruce A. Ney

Exhibit A

SWBT Interconnection Prices Subject to UNE Generic Cost Docket

	Recurring	<u>Basis for Price</u>	Nonrecurring (1)	<u>Basis for Price</u>	
PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology:					
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology					Supporting Cost Study
Zone I/A - Rural	\$40.69	Sept. 17, 1999 Order	\$181.75 \$94.80		**
Zone 2/B - Suburban	\$29.50	Sept. 17, 1999 Order	\$181.75 \$94.80		**
Zone 3/C - Urban	\$32.66	Sept. 17, 1999 Order	\$181.75 \$94.80		**
b. 2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL")					
Zone I/A - Rural	\$23.34	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
Zone 2/B - Suburban	\$13.64	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
Zone 3/C - Urban	\$11.86	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone I/A - Rural	\$23.34	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
Zone 2/B - Suburban	\$13.64	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
Zone 3/C - Urban	\$11.86	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
PSD #3 Capable Loop -- Mid-band Symmetric Technology:					
a. 2-Wire Mid-band Symmetric Technology					
Zone I/A - Rural	\$23.34	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
Zone 2/R - Suburban	\$13.64	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
Zone 3/C - Urban	\$11.86	Sept. 17, 1999 Order	\$60.55 \$ 25.30		**
b. 4-Wire Mid-band Symmetric Technology					
Zone I/A - Rural	\$ 41.76	Sept. 17, 1999 Order	\$305.90 \$117.05		**
Zone 2/B - Suburban	\$ 23.94	Sept. 17, 1999 Order	\$305.90 \$117.05		**
Zone 3/C - Urban	\$ 19.44	Sept. 17, 1999 Order	\$305.90 \$117.05		**

SWBT Interconnection Prices Subject to UNE Generic Cost Docket

	Recurring	<u>Basis for Price</u>	Nonrecurring (1)	<u>Basis for Price</u>
PSD #4 Capable Loop – 2 Wire High-band				
Symmetric Technology				
Zone I/A - Rural	\$23.34	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
Zone 2/B - Suburban	\$13.64	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
Zone 3/C - Urban	\$11.86	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
PSD #5 2-Wire Capable Loop - 2-Wire				
Asymmetrical Digital Subscriber Line Technology				
Zone I/A - Rural	\$23.34	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
Zone 2/B - Suburban	\$13.64	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
Zone 3/C - Urban	\$11.86	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
PSD #7 2-Wire Capable Loop – 2-Wire				
Short Reach Very High-band Symmetric Technology				
Zone I/A - Rural	\$23.34	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
Zone 2/B - Suburban	\$13.64	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
Zone 3/C - Urban	\$11.86	Sept. 17, 1999 Order	\$60.55 \$ 25.30	**
*Loop Qualification Process (Max. rate pending cost study at deployment)	N/A		\$15.00	***
CrossConnect to Collocation Cage				
ADSL Shielded	\$ 1.05	Results Provided in 99-SCCC-710-ARB	\$ 129.40 \$ TBD	
2-Wire Analog	\$1.47	Sept. 17, 1999 Order	\$35.83 \$29.44	February 19, 1999 Order
2-Wire Digital	\$2.10	*	\$ 19.96 \$ 12.69	February 19, 1999 Order
4-Wire Analog	\$2.95	Sept. 17, 1999 Order	\$41.63 \$35.73	February 19, 1999 Order

SWBT Interconnection Prices Subject to UNE Generic Cost Docket

	Recurring	Nonrecurring (1)		<u>Basis for Price</u>
DSL Conditioning Options				
Removal of Repeaters	N/A	\$392.65	\$17.00	***
Removal of Bridged Taps and Repeaters	N/A	\$ TBD	\$ TBD	***
Removal of Bridged Taps	N/A	\$656.35	\$30.00	***
Removal of Bridged Taps and Load Coils	N/A	\$ TBD	\$ TBD	***
Removal of Load Coils	N/A	\$ 1,082.20	\$22.50	***
Conditioning for loops over 17,500 ft	N/A	\$ ICB	\$ ICB	****

(1) The Nonrecurring rates are interim and subject to true-up with a final, unappealable order issued in Docket No. **97-SCCC-149-GIT**.

- Unbundled Network Component Cross Connect TELRIC 1996-1998 filed 10-15-96 in **96-SCCC-167-ARB**; 12/9/96 in 97-AT&T-290-ARB; 8/1/97 in **97-BCSC-546-ARB**; rerun per KCC Order in **97-SCCC-149-GIT** filed 12/14/98.

- * Nonrecurring Loop Cost support is included in the Unbundled Local Loop Study 8db Basic Rate Interface DS1 (Primary Rate Interface) TELRIC Study 1996-1999. The study was initially filed in the following dockets: 1 O-I 5-96 in **96-SCCC-167-ARB**; 12/9/96 in 97-AT&T-290-ARB; and 8/1/97 in **97-BCSC-546-ARB**. It was included in the **97-SCCC-149-GIT** Docket by the Commission in its order dated December 19, 1997. Rerun Nonrecurring Costs were included in the TELRIC Unbundled Local Loop Study 1996 and filed November 9, 1999 in **97-SCCC-149-GIT**.

- ** Nonrecurring Costs for Loop Conditions are included in Unbundled ADSL Loop Crossconnect and Nonrecurring Cost Study 1998 filed with the KCC in Docket No. **97-SCCC-149-GIT** on November 9, 1999.

- **** Nonrecurring Costs for Loop Conditions on loops greater than 17.5Kft are included in Nonrecurring Cost Study – Unbundled Network Elements Digital Subscriber Line (DSL) Loop Conditioning Beyond 17.5 Kft., filed with the Commission on November 22, 1999

Exhibit B